

AGREEMENT NO. 2025-16
PARKS AND RECREATION MASTER PLAN

THIS CONTINUING CONTRACT (“Agreement”) is made and entered into this 18th day of March 2025, by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the “CITY” and GAI Consultants, Inc., a corporation registered to conduct business in the State of Florida, hereinafter referred to as “CONSULTANT.”

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CONSULTANT’S SERVICES

- A. CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Engineering Services as identified in the Request for Proposal No. 2025-16 and CONSULTANT’S proposal submitted January 14, 2025. The overall Scope of Services is described in **Attachment A**.
- B. This Agreement shall commence immediately upon the execution of this Agreement by both the CITY and CONSULTANT and upon CONSULTANT’S receipt of a written Notice to Proceed and shall continue through the completion of the project.

2. COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES

C. COMPENSATION

- 1. CONSULTANT shall receive payments in accordance with the fees set forth in the Fee Schedule (Attachment B) and approved Work Assignment(s) (Attachment C) as compensation for its services. The scope of services, schedule, and maximum compensation for each work assignment shall be determined individually as the need for a project assignment arises. Work Assignments issued under this Agreement shall not exceed thresholds set forth in Florida Statute §287.055(g). Work Assignments shall require approval of the City Manager or his designee. Said compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement but not those indicated as non-reimbursable below. The Scope of Services, Fee Schedule, and Work Assignment Form (Attachments A, B, and C respectively) are attached hereto and incorporated within.
- 2. No claim for reimbursement for these expenses shall be made to the City.
 - a. Travel related expenses and costs including labor.
 - b. Four (4) sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, fax, copies, printing, and postage.
 - d. Subcontractor mark-up.

3. The City's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

D. METHOD OF PAYMENT

1. The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
3. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.
4. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY'S Administrative Agent based on the percentage of the amount for those specific services.
5. CONSULTANT'S invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

3. INDEMNIFICATION

- A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. **THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.**

- E. THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- F. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- G. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- F. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

4. CONSULTANT'S INSURANCE

A. INSURANCE

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

1. Workers Compensation and Employers' Liability Insurance: Proof of Current Worker's Compensation coverage.
2. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Agreement. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
3. Automobile Insurance: Proof of Current commercial Auto Liability Insurance only.
4. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form;

however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation with the exception of Professional liability. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the CITY. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which CONSULTANT or its agents may be responsible.

C. POLICY FORM

1. All policies required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless Risk Management through the CITY'S Purchasing Office gives specific approval, are to be written on an occurrence basis and the Comprehensive Commercial General Liability shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the CITY'S Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or on behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
3. Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

4. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.
6. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
7. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the CITY'S Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY'S Purchasing Office before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the CITY'S Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. 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 any other consideration contingent upon or resulting from the award of this Agreement.

D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

E. CONSULTANT shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

G. CONSULTANT shall perform all services in each mutually agreed upon Work Assignment.

H. Other Requirements. Contractor must comply with the FEMA Conditions as attached in Attachment 3

To the extent that the terms of this Contract conflict with the FEMA Conditions, the conditions for FEMA will control.

6. PUBLIC RECORDS LAW: In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:

A. Keep and maintain public records required by the City to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

2. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software,

or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

- B. Upon request from the CITY'S custodian of public records, provide the CITY, at no cost, 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. All records kept electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format compatible with the information technology systems of the CITY.
- C. Ensure that project 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 Agreement term and, if CONSULTANT does not transfer the records to the CITY following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in CONSULTANT'S possession or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of the Agreement, 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 the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@cityofnorthport.com**
- F. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

7. OWNERSHIP AND USE OF DOCUMENTS

- A. It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the CITY as they are received by the CITY and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific written authority is required from the CITY'S Administrative Agent for CONSULTANT to use any of the work products of this Agreement on any non-CITY project.

- B. Notwithstanding the above, any reuse of the work products by the CITY on other projects will be at the risk of the CITY.

8. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

- A. The timely performance and completion of the required services is vitally important to the interest of the CITY. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to CONSULTANT'S key personnel must receive the CITY'S Administrative Agent's written approval before said changes or substitution can become effective.
- B. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed from the CITY.
- C. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the CITY.
- D. CONSULTANT agrees to provide to the CITY'S Administrative Agent, monthly written progress reports concerning the status of the work. The CITY'S Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.
- E. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay the Project Schedule completion date, the CITY shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is to be attached to each mutually agreed upon Work Assignment.

9. OBLIGATIONS OF THE CITY

- A. The CITY'S Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the CITY may authorize a specific program manager to perform the responsibilities of the CITY'S Administrative Agent. The CITY shall designate any specific program manager in the Notice to Proceed. The responsibility of the CITY'S Administrative Agent shall include:
 - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.

2. Transmission of instructions, receipt of information, interpretation and definition of the CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 3. Review for approval or rejection all CONSULTANT'S documents and payment requests.
- B. The CITY shall, upon request, furnish CONSULTANT with all existing data, plans, studies and other information in the CITY'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the CITY and shall be returned to the CITY'S Administrative Agent upon completion of the services to be performed by CONSULTANT.
 - C. The CITY'S Administrative Agent shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other CITY personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of the CITY. The CITY'S technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
 - D. The CITY shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

10. TERMINATION

- A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Agreement may be terminated with or without cause by the City Manager or designee in whole or in part or whenever the City Manager determines that termination is in the CITY'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the CITY make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.

Upon termination CONSULTANT shall deliver to the CITY all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The CITY shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Exhibit A – Scope of Services and Exhibit B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the CITY to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.

- B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent contract entered into pursuant to this Agreement or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CITY under this Section. This Agreement shall not constitute an indebtedness of CITY nor shall it constitute an obligation for which CITY is obligated to levy or pledge any form of taxation or for which CITY has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the CITY reserves the right to terminate the Agreement. The CITY will be responsible for payment of any outstanding invoices and work completed by the CONSULTANT prior to such termination.
- C. ABANDONMENT: In the event that CONSULTANT has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.
- D. CONSULTANT shall have the right to terminate services only in the event of the CITY failing to pay CONSULTANTS properly documented and submitted invoice within ninety (90) calendar days of the approval by the CITY'S Administrative Agent, or if the project is suspended by the CITY for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.
- F. In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails to cure to the City's satisfaction within the ten (10) calendar days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:
1. The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of this Agreement;

2. The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;
 3. CONSULTANT'S rate of progress being such that, in the CITY'S opinion, substantial or final completion, or both, may be inexcusably delayed;
 4. CONSULTANT'S failure to use Agreement funds, previously paid CONSULTANT by the CITY, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 5. Claims made, or likely to be made, against the CITY or its property;
 6. Loss caused by CONSULTANT; or
 7. CONSULTANT'S failure or refusal to perform any of the obligations to the CITY, after written notice and a reasonable opportunity to cure as set forth above.
- G. In the event that the CITY makes written demand upon CONSULTANT for amounts previously paid by the CITY as contemplated in the clause, CONSULTANT shall promptly comply with such demand. The CITY'S rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.
- H. REMEDIES: In the event of a default or breach of the contract terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be, in the performance of all work services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY. CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than as

specifically provided for in this Agreement. CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

12. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

13. NO HIRE

CONSULTANT shall not hire any CITY employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

14. NOTICES

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:

Peter C. Sechler
Vice President
GAI Consultants, Inc
385 Waterfront Drive
Homestead, PA, 15120
TEL: 412-476-2000
EMAIL: P.Sechler@gaiconsultants.com

THE CITY'S ADMINISTRATIVE AGENT:

Trish Sturgess
City of North Port Parks and Recreation
4970 City Hall Blvd
North port, FL 34286
TEL: 941-429-3571
Email: tsturgess@northportfl.gov

WITH COPIES OF NOTICES TO:

City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@northportfl.gov

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by

written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

15. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

16. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2025-16 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

17. E-VERIFY

The CITY, CONSULTANT and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The CONSULTANT shall comply with all other federal laws pertaining to the subcontractor.

18. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the CONSULTANT shall certify on a form provided by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the CITY, that all of the following are true:
 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 3. It is not engaged in business operations in Cuba or Syria.

C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the CONSULTANT will be in breach of this Agreement and the CITY may terminate the Agreement.

D. PENALTY:

1. A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
2. Shall be ineligible to bid on any contract with the CITY for three (3) years after the date the CITY determined that the CONSULTANT submitted a false certification.

19. FORCE MAJUERE:

A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- d. A declared emergency of the federal, state, or local government; or
- e. Any other like event that is beyond the reasonable control of the non-performing party;
Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- f. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
- g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
- h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
- i. The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

- C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

20. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- C. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- D. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- E. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

- F. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to CONSULTANT. Only the City Commission can approve increases in compensation under this Agreement.
- G. Assignment. The CONSULTANT shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- H. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

21. SUPPLEMENTAL DOCUMENTS

The following supplemental documents are attached and incorporated fully as part of this Contract.

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – PROJECT SCHEDULE

EXHIBIT C – FEE SCHEDULE

___ ATTACHMENT 1.1 – GENERAL INSURANCE

___ ATTACHMENT 1.2 – PROFESSIONAL LIABILITY INSURANCE

___ ATTACHMENT 1.3 – ENVIRONMENTAL AND POLLUTION LIABILITY INSURANCE

___ ATTACHMENT 1.4 – BUILDER'S RISK

___ ATTACHMENT 2.1 – GENERAL INDEMNITY, DEFENSE, AND RELEASE

___ ATTACHMENT 2.2 – CONSTRUCTION RELATED SERVICES INDEMNITY, DEFENSE, AND RELEASE.

___ ATTACHMENT 3 – FEMA PROVISIONS

___ ATTACHMENT 4 – DAVIS BACON ACT – MINIMUM WAGE RATE

x ATTACHMENT 5 – CERTIFICATION REGARDING LOBBYING

x ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT

- ATTACHMENT 7 – CONFLICT OF INTEREST FORM
- ATTACHMENT 8 – PUBLIC ENTITY CRIME INFORMATION
- ATTACHMENT 9 – DRUG-FREE WORKPLACE FORM
- ATTACHMENT 10 – SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT
- ATTACHMENT 11 – SCRUTINIZED COMPANY CERTIFICATION FORM
- ATTACHMENT 12 – VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM
- ATTACHMENT 13 – PERFORMANCE AND PAYMENT BOND REQUIREMENTS
- ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND
- ATTACHMENT 15 – CERTIFICATION REGARDING DEBARMENT, AND SUSPENSION
- ATTACHMENT 16 – CONTRACT CHANGES
- ATTACHMENT 17 – SANCTIONS AND PENALTIES
- ATTACHMENT 18 – TERMINATION FOR CONVENIENCE

IN WITNESS WHEREOF, the parties have executed the agreement as follows.

CONSULTANT:

GAI CONSULTANTS, INC.

By:

(signature)

Peter Sechler, Vice President

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2025, by _____.

Notary Public – _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Approved by the City Commission of the City of North Port, Florida on _____,
2025.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER TAYLOR, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN
INTERIM CITY ATTORNEY

EXHIBIT A

SCOPE OF SERVICES

OVERVIEW: This scope of services is a general guide to the work the City expects to be performed by the awarded Proposer/Respondent (herein referred to as Contractor) and may not be a complete listing of all services that may be required or desired.

The City of North Port (City) seeks to retain an experienced and qualified professional Parks & Recreation planning firm for the development of a comprehensive Parks and Recreation Master Plan to be implemented by the City of North Port Parks & Recreation Department.

PROJECT DESCRIPTION: The proposed project is to develop a comprehensive Parks and Recreation Master Plan that emphasizes sustainability, accessibility, community cohesion, and placemaking taking into consideration the growing needs of North Port as the largest city in Sarasota County in both land mass and population. The plan will also focus on economic development opportunities through eco-tourism by exploring new opportunities to leverage North Port's unique natural features, in addition to enhancing the city's existing parks and recreation offerings.

The plan will account for North Port's demographic trends, particularly its large population of families and youth, ensuring that parks and recreational facilities can support the increasing demands for both passive and active recreation, competitive sports, and tourism initiatives. It will position the city to support equitable park access within a half-mile radius of all residents, aligning with the city's mission to preserve the natural environment and promote healthy living.

The Scope of Service ensures that North Port's Parks & Recreation Master Plan is not only forward-thinking and inclusive to all neighborhoods but also tailored to the city's growth in youth sports and eco-tourism, enhancing the quality of life for current and future generations.

1. STAKEHOLDER AND COMMUNITY INPUT

- **Provide Triangulated Input:** This method ensures that feedback is gathered from various perspectives, allowing for a well-rounded understanding of community needs, desires, and priorities. The triangulated approach will involve three primary components.
 - **Public Engagement Sessions**
 - The Consultant will host multiple public meetings and workshops to allow residents, stakeholders, and park users to provide direct input. These sessions will include interactive discussions, feedback stations, and visioning exercises aimed at capturing the community's vision for future park development and recreation services. Participants will be encouraged to share their preferences for park amenities, programming, and facility improvements.
 - **Surveys and Questionnaires**

- A combination of digital and physical surveys will be distributed across the community to collect quantitative data on park usage, satisfaction levels, and specific needs. This method will ensure representation from those who may not be able to attend public meetings, including a cross-section of demographics such as age, family structure, and geographic location. Surveys will be designed to assess community priorities, preferences for future park development, and recreational trends.
- **Focus Groups and Stakeholder Interviews**
- To complement the broader community input, targeted focus groups and stakeholder interviews will be conducted. These will include local organizations, sports leagues, schools, and special interest groups who have a vested interest in park and recreation services. This qualitative data will provide deeper insights into the specific needs of user groups and key stakeholders, offering a more nuanced understanding of programmatic and facility requirements.

By triangulating input from these three sources, the Parks & Recreation Master Plan will be grounded in the diverse perspectives and needs of the entire community, ensuring that future investments and developments reflect the shared vision and aspirations of North Port residents.

2. PARK INVENTORY AND FUTURE PARK DEVELOPMENT

- **Existing Parks and Recreation Offerings:**
 - Analysis of underserved areas and potential land acquisitions.
 - Analysis of future demands for facilities based upon projected population trends.
- **Exploring New Eco-Tourism Opportunities:**
 - Identify new opportunities for eco-tourism development, especially around natural attractions like Warm Mineral Springs, MCEP and the conservation easement with access to the Legacy Trail.
- **Italy Avenue Park:**
 - Develop a master site plan for the new 40-acre park on Italy Avenue, including connections to Atwater Park, incorporating a dog park, nature trails, and recreational sports fields.
 - Include facilities that cater to both youth leagues and passive recreation, offering outdoor recreation, educational signage, and natural resource conservation.

3. NEIGHBORHOOD PARK ACCESSIBILITY

- **Service Area Mapping:**
 - Create a map of current park service areas and identify where residents, especially families and youth, lack access to parks within a half-mile radius.
 - Ensure that future developments address these gaps, prioritizing areas of high youth population density and providing youth-friendly recreational spaces.
- **Park Design Standards:**
 - Establish design guidelines for neighborhood parks, ensuring that they cater to multi-generational use with an emphasis on passive and active recreation, universal design, and sustainable features.

- Review ADA-transition report and implementation plan and provide recommendations that promote inclusivity, reflecting the needs of the surrounding community.

4. YOUTH SPORTS DEMAND ANALYSIS

- **Demographic Study:**
 - Conduct a detailed analysis of North Port's age demographics, focusing on the city's younger population and identifying specific recreational needs.
 - Use this data to project future demands for youth leagues and incorporate spaces for sports fields, courts, and multi-use recreational facilities in the master plan.
- **Growth Forecasting:**
 - Utilize population growth projections to plan for the increasing demand for youth sports programs, ensuring that park facilities can expand and evolve as the city grows.
 - Utilize population growth projections to meet the recreational needs of families, offering a range of sports fields, courts, play areas, and community gathering spaces.

5. PARTNERSHIP OPPORTUNITIES AND GRANT FUNDING

- Identify opportunities for securing grants to help finance the development and maintenance of parks, particularly in relation to youth leagues and eco-tourism infrastructure.
 - Explore impact fees or developer contributions to support the long-term sustainability and growth of the city's parks and recreational spaces.
-

DELIVERABLES

Acquisitions

- Recommendations for an overall acquisition strategy, guidelines for what types of property would make ideal acquisitions, measurable goals to weigh potential acquisitions, and potential areas of focus for future acquisitions.
- The document will include standards for park size, amenities, and accessibility, with an emphasis on sustainable practices and eco-friendly design.

Community Profile

- Research and identify unique qualities, geography, demographics, and trends specific to the North Port community that will affect Master Plan considerations for the future.
- Relevant goals and policies of local planning studies should be considered where Master Plan recommendations will be affected.

Access and Equity Analysis Report

- Evaluate community access to parks, facilities and services; establish local planning guidelines and standards for adequate access to recreation facilities and parks (consider pertinent park types i.e. neighborhood, community, regional as well as greenways, open space, and parkland corridors);

prepare analysis of existing and future neighborhood areas and activity centers, projected service populations, and parkland allocation recommendations within the City limits based on growth, transportation, and safety; identify and discuss current and anticipated access issues including barriers to participation; make specific recommendations addressing access solutions and future needs including parkland acquisition and development.

- Identify, inventory, and rank unique natural and other open space resources for potential park system acquisition and/or parks development opportunity within the community.
- Conduct a trends analysis to project future participation and the needs, and issues of “equitable distribution of service and opportunity” for all ages and income levels.

Community Involvement:

- Involve as many North Port residents in the development of the Master Plan as possible. To encourage community wide involvement and provide triangulated results as defined above.

Comparative Analysis:

- Based on results from input and community profile, identify and address major issues, concerns, and challenges specific to North Port that will affect parks, open space, and recreation service decisions now and in the future.
 - Propose parks, recreation, and open space recommendations that are progressive while remaining prudent for communities with like resources.

THE MASTER PLAN DOCUMENT:

A well-defined long-range plan for an integrated network of parks, community facilities, bikeways, open space, and recreational corridors for the future: community parks and facilities resource maps that geographically identify the existing and proposed components of this system (this should include identification of park types, future acquisition, and development plans and, solutions addressing neighborhood and community access issues).

Shall provide well organized and directed activities, techniques and formats that will ensure an equitable, inclusive, open, and proactive public participation process is achieved.

Provide written records and summaries of the results of the triangulated data from the various strategies used to obtain data.

The consultant shall ensure the local adoption of the North Port Parks & Recreation Master Plan prior to December 31, 2025

PROJECT BUDGET: The City has appropriated \$250,000 for services. The budget has been identified in the City’s Capital Improvement Plan (CIP) and will be funded using park impact fees.

EXHIBIT B

NEGOTIATED SCOPE OF SERVICES

TASK 1 – STAKEHOLDER AND COMMUNITY INPUT

1.1 Staff Kickoff Meeting

The Consultant will conduct a kickoff meeting with staff. The meeting will cover:

- Consultant-prepared document request and project schedule.
- Preliminary discussion of department needs, concerns, political climate, general number and conditions of existing amenities, known population, demographic and crime data, past planning efforts by the City, etc.
- Data Gap Analysis and Needs Assessment – Review and discuss existing reports, capital improvement plans, area plans, GIS data, mapping, and other relevant information to familiarize the Consultant with past efforts and current programs and to determine what other information should be gathered.
- Facilities and Amenities – Identify all recreation facilities (e.g. parks, community centers, etc.) and amenity/asset categories to be included in the PRMP project.
 - Amenity/asset categories to be included in this process shall be as identified during the project initiation phase. This data will be collected on-site in a GIS database along with photo attachments.
 - Perform on-site architectural inventory and evaluation of the City's two community centers (Morgan Family Community Center and George Mullen Activity Center).

1.2 Public Engagement Sessions

- The Consultant will virtually meet with North Port staff to create a work plan for the public input process which will consist of meeting dates, times, and venues. All venue reservations and advertising of meetings to be handled by the City. The Consultant will be responsible for mailing one postcard to every household within 1-mile of Italy Avenue Park to advertise the public workshop taking place nearest to the proposed park.
- The Consultant will facilitate three (3) public workshops to allow residents, stakeholders, and park users to provide direct input. These sessions will include interactive discussions, feedback stations, and visioning exercises aimed at capturing the community's vision for future park development and recreation services including Italy Avenue Park. Participants will be encouraged to share their preferences for park amenities, programming, and facility improvements. The workshops are to take place over the course of 2 weeks.

1.3 Survey and Questionnaire

- A statistically valid survey will be conducted using a combination of mail and digital methods to gather quantitative and qualitative data on park usage, satisfaction, and community needs. The

survey will ensure broad representation, including diverse demographics such as age, family structure, income, and geographic location. Results will be analyzed using crosstabs and to identify underserved areas and gaps in park accessibility. Findings will inform future park development, youth sports demand, and funding strategies to support the City's long-term recreation goals.

1.4 Focus Groups and Stakeholder Interviews

- North Port staff shall work with the Consultant to identify focus/stakeholder group participants. Each focus group should consist of no more than ten (10) people to allow for concentrated collaborative meetings. Participants will include the Parks and Recreation Advisory Board, local organizations, sports leagues, schools, and special interest groups who have a vested interest in park and recreation services.
- The Consultant will facilitate up to four (4) targeted focus groups, including one virtual meeting and one with the Parks and Recreation Advisory Board. The meetings are anticipated to last 1.5 hours each. The City shall secure meeting space and invite participants and utilizing tools provided by the Consultant team. This qualitative data will provide deeper insights into the specific needs of user groups and key stakeholders, offering a more nuanced understanding of programmatic and facility requirements. All focus group meetings to take place in the same week(s) as the public workshops.

1.5 Public Input Report

- The Consultant will prepare a consolidated Public Input Report summarizing the results of the public engagement to be delivered in electronic format.

Task 1 Meetings

- Staff kick off in person
- 3 public workshops, 4 focus group/stakeholder meetings (one virtual)
- Virtual meetings as necessary

Task 1 Deliverables (to be integrated into Master Plan report and/or appendices)

- *Staff kick off meeting notes*
- *Public Input Summary Report*
- *Survey Data*

TASK 2 – PARK INVENTORY AND FUTURE PARK DEVELOPMENT

2.1 Documentation Review

- The Consultant shall review, summarize and be knowledgeable of information found in previously completed reports, studies, and plans gathered during the project initiation phase from the City. Relevant goals and policies of local planning studies including the undated Unified Land

Development Code (ULDC) will be considered where Master Plan recommendations will be affected.

2.2 Analysis of Facilities

- The Consultant will document the existing conditions of the City's parks facilities. This documentation will include:
 - Digital Survey of Facilities. Consultant shall document the qualitative condition of the City's parks facilities by visiting all sites to complete the following tasks:
 - Document condition, quantity, and manufacturer (if recognized) for major park amenities such as fields, courts, playgrounds, pavilions, restrooms, etc.
 - Document the condition of general aesthetics and support infrastructure such as sidewalks, trails, parking, etc. This does not include an inventory of these items, only documentation of how they serve the associated park.
 - Photograph elements to tie to inventory database of each park, and for the existing conditions report.
 - During visual survey, condition of inventoried items will be documented using the following categories:
 - 0 – Functionally Obsolete
 - 1 – Below Expectations
 - 2 – Meets Expectations
 - 3 – Exceeds Expectations
 - Perform on-site inventory and evaluation of the City's two community centers (Morgan Family Community Center and George Mullen Activity Center). This does not include in-depth evaluation of mechanical systems, just an overall opinion of the condition of the centers.

2.3 Existing Parks and Recreation Offerings

- Analysis of underserved areas and potential land acquisitions.
 - The statistically valid survey will use crosstab analysis to identify disparities in park access and usage across different demographic groups (e.g., age, income, race/ethnicity, geographic location). This will help pinpoint underserved areas, revealing where residents face barriers to park access, lower satisfaction levels, or unmet recreational needs. Insights from these crosstabs will inform targeted improvements, ensuring equitable distribution of parks and amenities throughout North Port.
 - A trends analysis to project future participation and needs, including equitable distribution of service and opportunity for all ages and income levels, based on the statistically valid survey results will be provided.

2.4 Exploring New Eco-Tourism Opportunities

- The Consultant will identify new opportunities for eco-tourism development, especially around natural attractions like Warm Mineral Springs, MCEP, and the conservation easement with access to the Legacy Trail. Specific actions will include:
- Compile data on natural lands and the existing ecotourism business
 - Summarize the ecological benefits of existing natural lands
 - Identify and quantify available outdoor experiences
 - Identify potential sites and activities for enticing visitors to North Port

2.5 Italy Avenue Park

- Based on public input results and site inventory, the Consultant will develop a black and white master site plan for the new 40-acre park on Italy Avenue detailing the layout of the park. The plan will address connections to Atwater Park, and incorporate a dog park, nature trails, and recreational sports fields.
- The consultant will provide one PDF plan and up to two renderings of a park building. I.e. Concession building, pavilion, and /or restroom building.
- The plan is anticipated to include facilities that cater to both youth leagues and passive recreation, offering outdoor recreation, educational signage, and natural resource conservation.
- The Consultant will deliver a PDF black and white line drawing of the master site plan as a draft to City for review and comment. Consultant will make one set of changes and finalize the master site plan. The resulting master site plan will be a color-rendered plan delivered as a PDF at an appropriate scale.

2.6 Draft Guiding Principles

- The Consultant will develop Guiding Principles that will create a vision, goals, and objectives that will guide recommendations for North Port.
 - Develop the updated master plan vision by developing draft Guiding Principles. Building on the public engagement process, internal department feedback and data analysis, the vision shall provide guidance for improving the quality of the parks system.
 - The Guiding Principles will be tested in a workshop with North Port staff in a meeting to be arranged by the client.

Task 2 Meetings

- Draft guiding principles workshop with North Port Staff in person
- One City Commission update meeting in person
- Virtual meetings as necessary

Task 2 Deliverables (to be integrated into Master Plan report and/or appendices)

- *Project Introduction and Purpose*
- *Documentation Review Summary*
- *Existing Condition Analysis*
 - *The report will summarize design and ambiance of each park and will be provided as a draft submission for comment.*
 - *The recreation amenities/assets inventory and evaluation shall be delivered as an Esri file geodatabase. Photos will be included as feature attachments in the geodatabase and additionally provided as individual image files with identifying filenames.*
- *Future Demand Analysis*
- *Eco-Tourism Opportunities Analysis*
- *Italy Avenue Park Master Plan to include a conceptual color-rendered plan, one park building plan, and up to two renderings of a park building.*
- *Draft Guiding Principles*

TASK 3 – NEIGHBORHOOD PARK ACCESSIBILITY

3.1 Service Area Mapping

The Consultant will develop the framework for the future parks and recreation system based on findings of the previous tasks. Framework development will generally provide high-level guidance for improvement of the park system. This will include:

- Mapping the current park service areas provided by half-mile walking distance toward each park to identify where residents, especially families and youth, lack access to parks.
- Evaluating the Level of Service by examining current measurement tools and proposing, if needed, a revised measurement tool to more accurately demonstrate where current and future population will demand parks and recreation investment. This evaluation and analysis will incorporate pertinent results of the public workshops, statistically valid survey, and focus group meetings. The park and recreation supply analysis shall consider walkability and barriers to access, safety, equity, demographics, and available population data. The map will identify the quality of service provided for each neighborhood (red, yellow, green) along with any gaps in service.
 - Using the methods described above, the Consultant will identify areas to target for future park development to resolve level of service gaps. The analysis will include the following: General locations for the development of new parks or for the expansion of existing parks. These will prioritize areas of high youth population density.
 - Recommendations for an overall acquisition strategy, guidelines for what types of property would make ideal acquisitions, measurable goals to weigh potential acquisitions, and potential areas of focus for future acquisitions including:
 - Identify, inventory, and rank unique natural and other open space resources for potential park system acquisition and/or parks development opportunity within North Port. Specific actions will include:
 - Compile GIS data from FNAI related to biological diversity, greenways, strategic habitat conservation areas, community rarity, etc.

- Create a conceptual approach to prioritizing natural land and open space acquisition.

3.2 Park Design Standards

- Based on needs identified in Tasks 1 and 2, the Consultant will establish design guidelines for neighborhood parks, ensuring that they cater to multi-generational use with an emphasis on passive and active recreation, universal design, and sustainable features. These will include standards for park size, amenities, and accessibility, with an emphasis on sustainable practices and eco-friendly design.
- Review ADA-transition report and implementation plan and provide recommendations that promote inclusivity, reflecting the needs of the surrounding community.

Task 3 Meetings

- No in person meetings task 3
- Virtual meetings as necessary

Task 3 Deliverables (to be integrated into Master Plan report and/or appendices)

- *Service area maps*
- *Acquisition strategy*
- *Park design standards*
- *ADA transition report implementation recommendations*

Task 4 – YOUTH SPORTS DEMAND ANALYSIS

4.1 Demographic Study

- The Consultant will conduct a detailed analysis of North Port's age demographics, to be provided by the City, focusing on the city's youth population (under 18 years of age). Relying upon the findings of the statistically valid survey and previously described demographic analysis, identify the extent to which specific recreational needs of the City's existing youth population are being satisfied.

4.2 Growth Forecasting

- Using the above-described data in combination with stakeholder input from recreational youth sports leagues and programs operating in North Port, project future recreational youth sports league and program participation, identify any future recreational facility deficiencies, and incorporate spaces for sports fields, courts, and multi-use recreational facilities to satisfy identified future recreational facility deficiencies for recreational youth sports leagues and programs in the master plan ensuring that park facilities can expand and evolve as the city grows.

- Utilize findings of statistically valid survey, stakeholder group input, above-described data, and population growth projections to forecast future recreational needs of the City's youth population, offering a range of sports fields, courts, play areas, and community gathering spaces.

Task 4 Meetings

- No in person meetings task 4
- Virtual meetings as necessary

Task 4 Deliverables (to be integrated into Master Plan report and/or appendices)

- *Tabular and graphical representation of datasets, description of methodology, and summary key observations.*

TASK 5 – PARTNERSHIP OPPORTUNITIES AND GRANT FUNDING

5.1 Recommendations and Capital Improvement Plan

The consultant will develop recommendations and a capital improvement strategy for the park system. This strategy will include:

- Propose parks, recreation, and open space recommendations that are progressive while remaining prudent based on the guiding principles developed in Task 2.
- Capital Improvement Plan (CIP). The CIP outlines the strategy to address any known deficiencies in existing parks and level of service, and provide a long-range, flexible plan that accommodates existing, currently planned, and future proposed improvement projects. The CIP captures the replacement and lifecycle costs for the park facilities so that the expenses can be prioritized and properly accounted for in requests for funding. The CIP will, at a minimum, identify:
 - Cost of renovating existing parks and recreation facilities.
 - Necessary improvements to existing park facilities based on the recommended park design standards developed in Task 3.
 - Costs and projects outlined and prioritized by 0-5, 6-10, and 11+ year range (short- and long-term).

5.2 Grant Funding

- Utilizing costs developed in the CIP, the Consultant will identify opportunities for securing grants to help finance the development and maintenance of parks, particularly in relation to youth leagues and eco-tourism infrastructure.
- City Staff will work with the consultant to identify active grants the City currently has related to parks, cultural and other associated facilities.

- The consultant will develop a Strategic Funding Plan that focuses on the categories of parks, cultural and other facilities identified as priorities by the CIP. The plan will provide a detailed listing of potential grants for each category along with specific information on each grant program such as approx. due dates, funding amounts and specific elements linked to each grant opportunity. The funding plan will also include a glossary of the listed grant programs as well as an opportunity matrix and examples of successful projects that utilized the grant stacking strategy.
- In addition, the plan will include developing a funding strategy for up to two (2) specific projects, one of which is anticipated to be Italy Ave.

5.3 Funding Sources

- Explore impact fees or developer contributions to support the long-term sustainability and growth of the city's parks and recreational spaces. Exploration will rely upon past and present City CAFR, Budget, and relevant past Developer/Development Agreements.

5.4 Master Plan Report

The Consultant will provide a final report and associated appendix of the work generated in Tasks 1-5. The report will be delivered in PDF as a draft to City for review and comment. GAI will make one set of changes and finalize the report.

Task 5 Meetings

- Two in person meetings to include final Parks and Recreation Advisory Board meeting and City Commission adoption in December
- Virtual meetings as necessary

Task 5 Deliverables (to be integrated into Master Plan report and/or appendices)

- *Recommendations*
- *Capital Improvement Plan spreadsheet in Excel Format*
- *Grant Strategy*
- *Funding Sources review*
- *Final Draft Master Plan report (PDF)*
- *Final Master Plan report (PDF)*

EXHIBIT C

SCHEDULE

<u>Description</u>	<u>Estimated Calendar Days from Notice to Proceed to Completion</u>
Task 1 – Stakeholder and Community Input	6 months - 180 days
Task 2 – Park Inventory and Future Park Development	6 months - 180 days Contingent on Task 1 survey results
Task 3 – Neighborhood Park Accessibility	8 months - 240 days Contingent on Tasks 1&2
Task 4 – Youth Sports Demand Analysis	8 months - 240 days Contingent on Tasks 1&2
Task 5 – Partnership Opportunities and Grant Funding	10 months - 300 days* *Target City Commission adoption: December 2025 Contingent on Tasks 1-4

EXHIBIT D

FEE SCHEDULE

Fixed fee for services described in the Scope of Services:	<u>\$249,665.00</u>
Additional services (not-to-exceed Amount), if authorized:	<u>\$0.00</u>
TOTAL CONTRACT NOT-TO-EXCEED AMOUNT	<u>\$249,665.00</u>

Notes:

1. Additional services must be authorized in writing by the City prior to performing any such services.
2. Invoicing for services rendered must be monthly.

ATTACHMENT 5

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized
Representative

Name

Title

Date

ATTACHMENT 6

NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. Affiant is the _____ [*insert Owner, Partner, Officer, Representative or Agent*] of _____, [*insert name of Contractor*] the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on _____, 2025.

Signature

Printed Name

Title

SWORN ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2025, by _____.

ATTACHMENT 7

CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. *[Select and complete all that apply]:*

I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: _____

I am the spouse or child of an employee, public officer, or advisory board member of the City.

Identify the name of the spouse or child: _____

I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member

None of the Above

PART II: Will you request an advisory board member waiver?

I WILL request an advisory board member waiver under §112.313(12)

I WILL NOT request an advisory board member waiver under §112.313(12)

N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

Signature of Person Authorized to Bind the Contractor

Printed Name

Title

Date

ATTACHMENT 8

PUBLIC ENTITIIY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Contractor, have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: _____ Fax #: _____

Federal ID #: _____ Email: _____

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 2025, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

ATTACHMENT 9

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,
_____ (Company Name):

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Printed Name

Title

Date

ATTACHMENT 11

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: _____
Authorized Representative Name and Title: _____
Address: _____ City: _____ State: _____ ZIP: _____
Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

_____ This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

_____ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:

Signature of Contractor's Authorized Representative

Name

Title

Date

ATTACHMENT 12

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: _____ (Vendor's Company Name)

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

EXHIBIT A

SCOPE OF SERVICES

OVERVIEW: This scope of services is a general guide to the work the City expects to be performed by the awarded Proposer/Respondent (herein referred to as Contractor) and may not be a complete listing of all services that may be required or desired.

The City of North Port (City) seeks to retain an experienced and qualified professional Parks & Recreation planning firm for the development of a comprehensive Parks and Recreation Master Plan to be implemented by the City of North Port Parks & Recreation Department.

PROJECT DESCRIPTION: The proposed project is to develop a comprehensive Parks and Recreation Master Plan that emphasizes sustainability, accessibility, community cohesion, and placemaking taking into consideration the growing needs of North Port as the largest city in Sarasota County in both land mass and population. The plan will also focus on economic development opportunities through eco-tourism by exploring new opportunities to leverage North Port's unique natural features, in addition to enhancing the city's existing parks and recreation offerings.

The plan will account for North Port's demographic trends, particularly its large population of families and youth, ensuring that parks and recreational facilities can support the increasing demands for both passive and active recreation, competitive sports, and tourism initiatives. It will position the city to support equitable park access within a half-mile radius of all residents, aligning with the city's mission to preserve the natural environment and promote healthy living.

The Scope of Service ensures that North Port's Parks & Recreation Master Plan is not only forward-thinking and inclusive to all neighborhoods but also tailored to the city's growth in youth sports and eco-tourism, enhancing the quality of life for current and future generations.

1. STAKEHOLDER AND COMMUNITY INPUT

- **Provide Triangulated Input:** This method ensures that feedback is gathered from various perspectives, allowing for a well-rounded understanding of community needs, desires, and priorities. The triangulated approach will involve three primary components.
 - **Public Engagement Sessions**
 - The Consultant will host multiple public meetings and workshops to allow residents, stakeholders, and park users to provide direct input. These sessions will include interactive discussions, feedback stations, and visioning exercises aimed at capturing the community's vision for future park development and recreation services. Participants will be encouraged to share their preferences for park amenities, programming, and facility improvements.
 - **Surveys and Questionnaires**

- A combination of digital and physical surveys will be distributed across the community to collect quantitative data on park usage, satisfaction levels, and specific needs. This method will ensure representation from those who may not be able to attend public meetings, including a cross-section of demographics such as age, family structure, and geographic location. Surveys will be designed to assess community priorities, preferences for future park development, and recreational trends.
- **Focus Groups and Stakeholder Interviews**
- To complement the broader community input, targeted focus groups and stakeholder interviews will be conducted. These will include local organizations, sports leagues, schools, and special interest groups who have a vested interest in park and recreation services. This qualitative data will provide deeper insights into the specific needs of user groups and key stakeholders, offering a more nuanced understanding of programmatic and facility requirements.

By triangulating input from these three sources, the Parks & Recreation Master Plan will be grounded in the diverse perspectives and needs of the entire community, ensuring that future investments and developments reflect the shared vision and aspirations of North Port residents.

2. PARK INVENTORY AND FUTURE PARK DEVELOPMENT

- **Existing Parks and Recreation Offerings:**
 - Analysis of underserved areas and potential land acquisitions.
 - Analysis of future demands for facilities based upon projected population trends.
- **Exploring New Eco-Tourism Opportunities:**
 - Identify new opportunities for eco-tourism development, especially around natural attractions like Warm Mineral Springs, MCEP and the conservation easement with access to the Legacy Trail.
- **Italy Avenue Park:**
 - Develop a master site plan for the new 40-acre park on Italy Avenue, including connections to Atwater Park, incorporating a dog park, nature trails, and recreational sports fields.
 - Include facilities that cater to both youth leagues and passive recreation, offering outdoor recreation, educational signage, and natural resource conservation.

3. NEIGHBORHOOD PARK ACCESSIBILITY

- **Service Area Mapping:**
 - Create a map of current park service areas and identify where residents, especially families and youth, lack access to parks within a half-mile radius.
 - Ensure that future developments address these gaps, prioritizing areas of high youth population density and providing youth-friendly recreational spaces.
- **Park Design Standards:**
 - Establish design guidelines for neighborhood parks, ensuring that they cater to multi-generational use with an emphasis on passive and active recreation, universal design, and sustainable features.

- Review ADA-transition report and implementation plan and provide recommendations that promote inclusivity, reflecting the needs of the surrounding community.

4. YOUTH SPORTS DEMAND ANALYSIS

- **Demographic Study:**
 - Conduct a detailed analysis of North Port's age demographics, focusing on the city's younger population and identifying specific recreational needs.
 - Use this data to project future demands for youth leagues and incorporate spaces for sports fields, courts, and multi-use recreational facilities in the master plan.
- **Growth Forecasting:**
 - Utilize population growth projections to plan for the increasing demand for youth sports programs, ensuring that park facilities can expand and evolve as the city grows.
 - Utilize population growth projections to meet the recreational needs of families, offering a range of sports fields, courts, play areas, and community gathering spaces.

5. PARTNERSHIP OPPORTUNITIES AND GRANT FUNDING

- Identify opportunities for securing grants to help finance the development and maintenance of parks, particularly in relation to youth leagues and eco-tourism infrastructure.
 - Explore impact fees or developer contributions to support the long-term sustainability and growth of the city's parks and recreational spaces.
-

DELIVERABLES

Acquisitions

- Recommendations for an overall acquisition strategy, guidelines for what types of property would make ideal acquisitions, measurable goals to weigh potential acquisitions, and potential areas of focus for future acquisitions.
- The document will include standards for park size, amenities, and accessibility, with an emphasis on sustainable practices and eco-friendly design.

Community Profile

- Research and identify unique qualities, geography, demographics, and trends specific to the North Port community that will affect Master Plan considerations for the future.
- Relevant goals and policies of local planning studies should be considered where Master Plan recommendations will be affected.

Access and Equity Analysis Report

- Evaluate community access to parks, facilities and services; establish local planning guidelines and standards for adequate access to recreation facilities and parks (consider pertinent park types i.e. neighborhood, community, regional as well as greenways, open space, and parkland corridors);

prepare analysis of existing and future neighborhood areas and activity centers, projected service populations, and parkland allocation recommendations within the City limits based on growth, transportation, and safety; identify and discuss current and anticipated access issues including barriers to participation; make specific recommendations addressing access solutions and future needs including parkland acquisition and development.

- Identify, inventory, and rank unique natural and other open space resources for potential park system acquisition and/or parks development opportunity within the community.
- Conduct a trends analysis to project future participation and the needs, and issues of “equitable distribution of service and opportunity” for all ages and income levels.

Community Involvement:

- Involve as many North Port residents in the development of the Master Plan as possible. To encourage community wide involvement and provide triangulated results as defined above.

Comparative Analysis:

- Based on results from input and community profile, identify and address major issues, concerns, and challenges specific to North Port that will affect parks, open space, and recreation service decisions now and in the future.
 - Propose parks, recreation, and open space recommendations that are progressive while remaining prudent for communities with like resources.

THE MASTER PLAN DOCUMENT:

A well-defined long-range plan for an integrated network of parks, community facilities, bikeways, open space, and recreational corridors for the future: community parks and facilities resource maps that geographically identify the existing and proposed components of this system (this should include identification of park types, future acquisition, and development plans and, solutions addressing neighborhood and community access issues).

Shall provide well organized and directed activities, techniques and formats that will ensure an equitable, inclusive, open, and proactive public participation process is achieved.

Provide written records and summaries of the results of the triangulated data from the various strategies used to obtain data.

The consultant shall ensure the local adoption of the North Port Parks & Recreation Master Plan prior to December 31, 2025

PROJECT BUDGET: The City has appropriated \$250,000 for services. The budget has been identified in the City’s Capital Improvement Plan (CIP) and will be funded using park impact fees.

EXHIBIT B

PRECONSTRUCTION SCHEDULE

[insert schedule pursuant to Section IIB]

Discription

**Estimated Calendar Days from
Notice to Proceed to Completion**

EXHIBIT C

FEE SCHEDULE

Fixed fee for services described in the Scope of Services: \$ _____

Additional services (not-to-exceed Amount), if authorized: \$ _____

TOTAL CONTRACT NOT-TO-EXCEED AMOUNT \$ _____

Notes:

1. Additional services must be authorized in writing by the City prior to performing any such services.
2. Invoicing for services rendered must be monthly.