Agreement for Services For the Southeast Florida Regional Vision and Blueprint for Economic Prosperity

THIS AGREEMENT, made and entered into this _____ day of ____________, 2011, by and between the South Florida Regional Planning Council, of 3440 Hollywood Boulevard, Suite 140, Hollywood, Florida 33021, and on behalf of the Consortium Members, hereinafter sometimes referred to as "Client or Consortium" and The Image Network, Inc d/b/a Dover, Kohl, & Partners (henceforth referred to as the "Consultant" or "DKP") located at 1571 Sunset Drive, Coral Gables, Florida 33143, have executed this Agreement (the "Agreement") for the Southeast Florida Regional Vision and Blueprint for Economic Prosperity (the "Plan").

ARTICLE I

Scope of Services and Qualifications of Professionals

Consultant agrees to provide the Services as specifically described, and subject to the special terms and conditions set forth in Attachment "A" hereto, which by this reference is incorporated into and made a part of this Agreement. Consultant warrants that it has studied the Statement of Qualifications (SoQ), acted with due diligence to review the project location, has personnel or consultants with the requisite qualifications to address the needs of the project in accordance with the SoQ and its proposal, and the Consultant further warrants that it will assign to the project only those persons shown or persons with comparable experience and expertise suitable for the Project (except as noted where specific personnel are required).

ARTICLE II

Term

The term of this Agreement shall be 36 months, commencing on the effective date hereof.

ARTICLE III

Compensation

The amount of compensation payable by the Client to the Consultant shall be based on the rates and schedules described in Attachment "B" hereto, which by this reference is incorporated into this Agreement; provided, however, that in no event shall the amount of compensation exceed Two Million Four Hundred and Thirty Thousand Dollars and Zero Cents ($2,430,000.00) including all labor compensation and direct and indirect and normal expenses incurred in completing its professional services per the scope outline.

ARTICLE IV

Format of Final Work Products

Consultant shall provide final work products to Client, as follows:

A. Written Documents. Written documents shall be printed in an appropriate hard-copy format on paper and digitally stored in an appropriate computer format on compact disc.

B. Graphic Documents. Graphic documents shall be printed in an appropriate hard-copy format on paper and digitally stored in an appropriate computer format on computer disc.

C. Additional Copies. Additional copies of written or graphic documents, or any portion of such documents, may be provided at the cost of reproduction, including an additional fee for services at the hourly rates indicated in Attachment "B" of this Agreement.

ARTICLE V

Ownership and Use of Documents

Notwithstanding the completion, suspension, termination, or expiration of this Agreement, the following provisions in this section shall apply with respect to ownership of documents:

A. Final Work Products. Final work products shall be delivered to and become property of the Client in the format specified above in Article IV of this Agreement. The Client shall have a right to retain, use, and reproduce final work products in accordance with Article V, Paragraph C. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

B. Instruments of Service. Consultant will produce and use during the course of the Project certain proprietary documentation, including drawings, diagrams, maps, perspective renderings, other artworks, graphic aids, and various written materials. Subject to Client's rights hereunder, Consultant is deemed the sole owner of this documentation and reserves all rights of ownership and legal protections, including copyright that may be available under common law and statutory law. Client may reproduce and distribute copies of this documentation without special authorization from Consultant on a case by case basis, and without limitation.

C. Reproductions. Notwithstanding the Client's ownership of the final work product and subject to such reasonable limitations as may be required by Client's marketing program, all reproductions of final work products and instruments of service shall clearly display the credit: "Dover, Kohl & Partners, Coral Gables, Florida." Consultant reserves the right to require the removal of this credit from appearing on final work products or instruments of service that has been materially modified without Consultant's prior written consent.

D. Public Records. The publication or distribution of documents to satisfy official regulatory requirements or Freedom of Information Act shall not be construed as an unauthorized use in contravention of the reserved rights of Consultant.

ARTICLE VI

Suspension, Termination, or Withdrawal

A. Suspension. If Client fails to make timely payment to Consultant of fees or expenses, Consultant may suspend performance of services under this Agreement upon seven (7) days written notice. No further notice of a suspension shall be required, unless Consultant receives full payment within seven (7) days of delivering to Client such written notice. Consultant shall have no liability to Client for any delay or damage caused by a suspension of services due to untimely payment by Client. Client shall pay all reasonably incurred fees and costs associated with any delay or suspension caused directly by the Client and not the fault of Consultant, including but not limited to any costs associated with changing travel dates.

B. Termination. Client or Consultant may terminate this Agreement upon seven (7) days written notice to the other party. If this Agreement is terminated by the Client, Consultant shall immediately cease performing its services hereunder, and Client shall reasonably compensate Consultant for services performed and reimburse expenses reasonably incurred up to the date of termination. If the Consultant terminates this Agreement, Client shall reasonably compensate Consultant for services for each completed phase according to the estimates provided in Attachment "B" and standards of performance otherwise provided in this Agreement.

ARTICLE VII

Publication of Promotional Materials

A. Promotional Use of Project. Consultant shall have the right to use either actual images or representations of the project, including photographs, in its professional and promotional materials. Such materials may not include confidential or proprietary information of Client, where Client has previously identified in writing to Consultant the specific information that Client deems confidential or proprietary.

B. Professional Credit. Subject to the reasonable requirements of Client's marketing program, Client shall clearly display the trademark "Dover, Kohl & Partners, Coral Gables, Florida" in marketing and promotional materials associated with the Project.

C. Publication. In the event Client or Consultant publishes or cause to be published any photographs or representations of the Project, both parties agree to use good faith efforts to require publishers to include in any such publication an appropriate reference to the other party.

ARTICLE VIII

Flexibility Clause:

In order to remain flexible and competitive during today's economy, ably and expeditiously address the challenges and opportunities that may arise throughout the duration of this Agreement, it is hereby agreed that both the Client and the Consultant may, as necessary, revise, add, delete or modify the Tasks and Phases described in this Agreement, including, but not limited to, job description, schedule, deliverables, etc. Such revisions or modifications shall require written, mutual consent by both parties.

Notice of Task Commencement :

The Consultant, working with the Management Team, and with the input of the Operation's Committee, will prepare an "Action Plan" that fully describes each Task within the approved HUD work plan, identifies Task deliverables and responsible parties (Consultant, Sub-Consultant, RPC's, and Consortium members or other Partners (or a combination of any or all) and clearly lists deliverables.

The SFRPC Executive Director will issue and approve one or more Notices of Commencement for Task/s as outlined in the Action Plan, allowing the Consultant to initiate activities and incur costs related to such Tasks.

ARTICLE IX

Insurance

The Consultant shall maintain throughout the duration of the Agreement insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the Client against hazards or risks of loss as hereinafter specified. Such insurance coverage shall be maintained with responsible and solvent insurance companies who are acceptable to the Client and who are licensed to do business in the State of Florida. Each insurance policy shall incorporate a provision requiring that not less than 15 days prior written notice will be given to the Client before the cancellation, non-renewal, or material modification of the policy or coverage.

Each policy shall list the Client as an additional insured and the Consultant shall provide evidence of the same in the form of a Certificate of Insurance to the Client within fifteen (15) days of the execution of this Agreement.

Without limiting the requirements herein before set forth, the insurance coverage shall include a minimum of:

1. Worker's Compensation and Employer's Liability Insurance as required by state law.
2. Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.
3. Commercial General Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.
4. Professional Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

Within 15 days after the execution of this Agreement, the Consultant shall furnish the Client with certificates of insurance evidencing the coverage specified. Upon request by the Client, the Consultant shall provide copies of the insurance policies evidencing the coverage required hereunder.

ARTICLE X

Miscellaneous Provisions

A. Amendments. The duties, responsibilities, and limitations on authority of Client or Consultant shall not be restricted, extended, or modified without a prior written agreement signed by Client and Consultant.

B. Assignments. Client and Consultant each bind themselves, and their partners, legal representatives, successors, and assigns, to the other party to this Agreement and to its partners, legal representatives, successors, and assigns. Neither Client nor Consultant may, without the prior written consent of the other party, assign or transfer to third parties any rights or obligations arising under this Agreement or subcontract with any third party with respect to any obligations arising under this Agreement.

C. Prohibition Against Contingency Fees. The Consultant warrants that it has not employed any person, firm corporation or other entity other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, firm, corporation, or other entity, other than a bona fide employee working solely for the Consultant any favor, commission, percentage, gift, or any other compensation contingent upon or resulting from the award or making of this Agreement or any other agreement with the Client. In the event of breach of this provision, the Client shall have the right to terminate this or any other agreement with the Consultant without liability, and, in its discretion, to deduct from amounts due under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

D. Independent Contractor. It is understood and agreed that the Consultant is acting as an independent contractor in its capacity hereunder and in the performance of its obligations under this Agreement. Nothing contained in this Agreement or in the relationship between the Consultant and the Client shall be deemed to constitute an employer-employee relationship, partnership, joint venture, agency, or any other similar relationship between the Consultant and the Client. Neither party shall have the right to execute any documents on behalf of the other party or to otherwise bind the other party to any agreement and neither party shall hold itself out as an employee, partner, joint venturer, or agent of the other party.

E. Liability to Third Parties. Nothing contained in this Agreement shall create a contractual relationship with third parties or give rise to such third parties any claim for damages at law or in equity against Consultant.

F. Integration. This Agreement constitutes the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. If one or more provisions contained in this Agreement should be deemed invalid, void, or unenforceable, the remaining provisions shall remain valid, binding, and enforceable to the fullest extent of the law.

G. Default and Remedies for Default. Violations of any of the provisions of this Agreement, including a failure to pay any sum of money when due and after seven (7) days written notice of such amount being due, shall constitute an act of default. Upon any act of default, the non-defaulting party may terminate this Agreement and exercise any and all legal and equitable remedies.

H. Force Majeure. If either party is unable to perform its obligations under this Contract due to a natural disaster or any circumstances beyond reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

I. Notice. Where this Agreement provides that written notice be delivered, such notice shall be delivered using the most expeditious means available, while taking into consideration such factors as delivery time, reliability, verifiability, and expense. Client and Consultant have designated the following business addresses as appropriate for receiving such notice:

As to Client:
South Florida Regional Planning Council
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021

As to Consultant:
Dover, Kohl & Partners
1571 Sunset Drive
Coral Gables, Florida 33143

J. Waiver. The failure of either Client or Consultant to insist upon the performance of particular terms or conditions arising under this Agreement in any one instance shall not be construed as a waiver of any subsequent breach of such terms or conditions.

K. Attorney's Fees; Costs. If either party to this Agreement must retain an attorney to enforce the performance of this Agreement by commencing legal proceedings, then the prevailing party to such proceedings shall be entitled to recover fees and costs from the other party, including reasonable attorneys' fees and the costs incurred while prosecuting or defending such proceedings to a conclusion.

L. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Florida and the United States of America.

WE THE UNDERSIGNED indicate our mutual understanding and consent to the aforementioned terms and conditions of this Agreement to be effective on the day and year first written above.

The "Consortium"
South Florida Regional Planning Council

__________________________ By: __________________________ Date: ______________________________

ATTEST: James Murley
Interim Executive Director

The "Consultant"
Image Network, Inc. d/b/a Dover, Kohl, & Partners

__________________________ By: __________________________ Date: ______________________________

ATTEST: Victor Dover
President

Attachment "A"
Project Proposal

The following proposal outlines the approach for the creation of the Southeast Florida Regional Vision and Blueprint for Economic Prosperity. The effort has been structured into two Phases.

Phase 1 addresses the development of a regional profile which includes the building of collaborative partnerships and development of a Regional Resource Library and Scorecard. Phase 1 also addresses public engagement and includes conducting public involvement, enhancing regional leadership, and increasing technical capacity. This phase also includes developing the regional vision and developing the regional blueprint.

Phase 2 addresses plan implementation and the illustration and description of techniques for planning, policy, and regulation changes that will facilitate implementation of the regional plan. In the this phase the Client/Consultant team will develop model regional compacts and ordinances that will facilitate implementation of the vision, and develop an implementation toolbox to assist planners in modifying their local codes to embrace the vision elements. Demonstration projects beyond the visioning process occur in this phase to strengthen local expertise in implementing vision elements.

Specific deliverables, sub-consultants assigned to the project, and the roles of each sub-consultant are subject to change based on changes to the Scope and Budget recommended by the Client and agreed to by the Consultant. Certain task items will fall under the responsibilities of the Client as demarcated by the detailed work plan budget as approved by HUD on April 22, 2011.

Phase 1A: Development of Regional Profile

The following outlines the approach for Phase 1 which addresses the development of the regional profile which includes the building of collaborative partnerships and development of a regional resource library and scorecard.

TASK 1: BUILD COLLABORATIVE PARTNERSHIPS

In Task 1, the Consortium will continue to work and build partnerships among regional and community leaders in the public, private, and civic sectors. This activity will focus on building partnerships through a fully functional, effective organizational structure that is intended to continue beyond the visioning process. The detailed work plan budget does not allocate money for the Consultant for items under Task 1, leaving them the responsibility of the Client.

Task 1.1 - Continue Developing Regional Partnership

Task 1.2 Identify Opportunities to Enhance Collaboration

Task 1.3 State and Regional Coordination

Task 1.4 Strategies for Regional Collaboration

Task 1.5 Expand Participation

TASK 2: REGIONAL RESOURCE LIBRARY & SCORECARD

In Task 2, the Dover, Kohl & Partners team will work with the Client to create a set of indicators that will help the Partnership identify how the region is currently meeting its goals and track progress towards those goals over time.

Task 2.1 National Research
The Dover, Kohl & Partners team will conduct a Values Survey of indicators used in other regions, statewide initiatives in Florida, and in similar regional visioning processes around the nation, including those recommended by the Federal Sustainable Communities Partnership and the Six Pillars of Florida's Economy adopted by the Florida Chamber of Commerce.

Task 2.2 Survey and Integrate Regional Values
In partnership with the Client, the Dover, Kohl & Partners team will review and summarize regional values based on the Values Survey to be conducted as part of Task 2.1. The team will interpret Values Survey results into a set of Measurable Indicators Report that assesses the region's success at meeting the values.

This task will involve the study of information sets for each sub-jurisdiction: transportation and other infrastructure measures, equity and affordable housing measures, economic competitiveness, existing community revitalization efforts/measures, intergovernmental efficiency/coordination, community uniqueness and livability. This task will include the review and incorporation of previous planning efforts like Southeast Floirda 2060, the State Workforce Investment Plan, Eastward Ho! Development Futures:Paths to More Efficient Growth in Southeast Florida, reports from the Florida Chamber of Commerce, and other relevent regional plans.

Task 2.3 Data Warehouse
In partnership with the Client, the Dover, Kohl & Partners team will build a Regional Digital Data Warehouse using readily available and relevant data. Local governments shall be contacted to provide updated information in an agreed-upon format. The Client/Consultant Team will also identify data gaps that should be addressed in

future assessments. Project website shall provide links to the Regional Digital Data Warehouse. The Regional Digital Data Warehouse shall contain the base information upon which trend models are extrapolated and scenario models are projected. The Consultant will continually update an on-line, searchable repository of regional background information (exclusive of modeled cases and scenarios that may be posted elsewhere on the project website). The Regional Digital Data Warehouse will include demographics, land-use, housing, employment, transportation, infrastructure, recreation, natural environment, and climate change. The Regional Digital Data Warehouse will become the project platform on which INDEX, the Consultant's modeling software, operates in subsequent tasks.

Task 2.4 Demographic Forecasts
The demographic forecast will be developed by the Client with the Consultant in a assistance role. The demographic forecast will take one of three forms:

(a) Trend Scenario Forecast: projecting existing trends into the future
(b) Control Forecast: whose numbers are the same for both Trend and Plan Scenarios
(c) Plan Scenario Forecast: that essentially reflects the outcome of Regional Vision

Task 2.5 Regional Housing Assessment
The Client/Consultant Team will assemble existing housing assessments in the region and undertake a 'gap' analysis. The resulting deliverable shall be a region-wide Regional Housing Assessment Report.

Task 2.6 Virtual Present
The Client/Consultant Team will create a Virtual Present which shall present a digital representation of the existing region. The Virtual Present represents the current conditions with the necessary components for Scenario Development. The Virtual Present shall include vacant land, potential redevelopment areas, environmental constraints, potential hazard areas from sea level rise and other information to help guide Scenario Development.

Task 2.7 Existing Conditions Analysis and Modeling
The Virtual Present shall be the basis of the Existing Conditions Analysis and Modeling. The Consultant shall create a modeling structure to synthesize, analyze, and summarize data. The Consultant will prepare and model an existing conditions case in INDEX using data from Task 2.3, and indicators from Tasks 2.10 through 2.12. The model's resolution level will be census block groups, TAZs, and/or user-defined raster cells, in both cases aggregated to 4 sub-regions (Keys, Everglades, Gold Coast, Treasure Coast) and seven counties. Outputs will include indicator scores, indicator maps, and visual representations of current regional conditions.

Task 2.8 Trend Future
Consultant will prepare a trend case representing the future of the region if no changes are made to existing adopted policy. The Consultant will provide INDEX scenario data specifications for the trend case. The early stages of this process will involve a detailed review of currently adopted plans and policies in the region. This analysis will be undertaken by using the projections to the various jurisdictions. Values in each of the variables outlined in Task 2.2 will be developed for sub-jurisdictions and the area as a whole. The sum of sub-jurisdiction values will be the result for the region. The Trend forecast of population, households, and employment will provide anticipated growth in the region to be accommodated. That will most likely be an extrapolation of 2035 forecasts to a 2060 planning horizon and shall be presented.

Task 2.9 Model Trend
Based on the 2060 trend case prepared under Task 2.8, and presented in map form, the Consultant will model the trend case using INDEX in a manner similar to modeling of the existing conditions case. This will include geographic allocation of forecasted population and employment growth according to current policies, incorporation of projected transportation system improvements to 2060, and evaluation of the case using the regional scorecard indicators and maps.

Task 2.10 Develop Range of Regional Indicators for Scorecard
The Client/ Consultant Team will create a comprehensive set of indicators that will measure regional values as well as HUD sustainability goals, using the taxonomy of the data warehouse, the research results of Task 2.1, and INDEX's current indicators. Consultant will integrate indicators into INDEX that are selected in Task 2.11 and that require customization of INDEX beyond its current indicators (occurs in coordination with Tasks 2.3 and 2.7).

Task 2.11 Select Indicators for Scorecard and Review with Executive Committee
The Client with the assistance of the Consultant will produce a Scorecard Indicators Report. The indicators in the report will address a comprehensive array of regional values, environmental measures, equity issues, and transportation issues applicable on both the regional and local level. This will involve the development of Twenty Indicators that will be directed to evaluating Ten Vision Elements. The Ten Vision Elements shall be the following (or closely related): Economic Development, Housing, Transportation, Water, Environment, Climate Resiliency, Community Assets and Culture, Education, Healthy Communities, and Inclusive Regional Leadership. The Twenty Indicators assigned to the Ten Elements are as follows (or closely related):

- Economic Development (property value, nonresidential value and mixed-use development added)
- Housing (affordable housing demand/supply ratio, average percent of income spent on housing)
- Transportation (Vehicle Miles Traveled (VMT) by auto, VMT reduction accompanied by transit, bike, pedestrian modes)
- Water (water and sewer utilities added)
- Environment (VMT contributing to air pollution, paved surfaces contributing to runoff/water pollution)
- Climate Resiliency (land lost to development, agricultural/environmentally fragile land lost to development)
- Community Assets and Culture (quality of life rating, fiscal impacts of public services)
- Education (tax dollars spent in urban school districts, property value added within urban school districts)
- Healthy Communities (percent of work trips that are bike/pedestrian; change in air/water pollution ratings)
- Inclusive Regional Leadership (planning jobs in land use, cumulative differences of Plan/Trend analyses)

Task 2: Regional Resource Library & Scorecard Deliverables*

1. Measurable Indicators Report based on a Values Survey
2. Regional Digital Data Warehouse
3. Demographic Forecasts
4. Regional Housing Assessment Report
5. Trend Future Model Trend Scenario Mapping
6. Initial Regional Indicators for Scorecard

** Specific deliverables are subject to change based on changes to the Scope and Budget recommended by the Consortium.*

Task 2.12 Integrate Scorecard Indicators into Modeling Efforts
The Consultant in coordination with the Client will integrate Scorecard Indicators into modeling efforts. Regional Scorecard Indicators shall be built into the modeling software. The indicators shall be used to evaluate the outcomes of trend and alternative scenarios as they are modeled in future tasks.

Task 2.13 Ongoing Monitoring Program
The Client shall develop an ongoing, periodic monitoring program that shall evaluate regional development in terms of the Scorecard Indicators.

Phase 1B: Public Engagement

The following outlines the approach for Phase 2 which includes conducting public engagement and enhancing regional leadership and technical capacity.

TASK 3: CONDUCTING PUBLIC ENGAGEMENT

Task 3 consists of the public engagement and outreach process which will reach a diverse audience throughout the region. The process will involve key stakeholders and residents, and specifically include traditionally under-represented residents. The intent is not only to inform, but to directly engage residents in the education and decision-making process to both enhance their 'ownership' of the vision as it emerges and greatly enhance the likelihood of successful implementation.

Task 3.1 Create Outreach and Engagement Strategy
The Consultant team will lead the creation a detailed public engagement plan in direct consultation with the Client that fleshes out the specific activities to be taken throughout the project and the public process. A diverse array of media will be employed to engage as many residents and local governments in the region as possible.

Outreach to communities of traditionally underrepresented and under-represented populations will be made by various methods including social assets mapping; identification and engagement of non-traditional community leaders; and working with CDCs, public housing agencies, and human services non-profits to increase capacity to engage and participate in a meaningful way. Public outreach and engagement will be continuous throughout the process. The plan will continually be reviewed and updated as needed throughout the process to ensure the participation of all groups.

One of the key methods for public outreach and keeping the region informed about the process of the plan will be the use of an interactive website. The Consultant will create an informational website for the project, including background on the project study areas, the consultant team, the process, and key dates for project events. The Consultant will create and maintain the website to span Tasks 2 through Task 6, or up to three years. The Consultant will perform an average of up to two update sessions per month to accomplish website updates. It is understood that certain weeks will have more website activity and updates than others. The website will provide information on the process; access to documents, data, and information; a point of inquiry about associated activities in the region; and archival documents and information. The Client is responsible for the hosting of the website. Recognizing that not all segments of our communities have the same access to technology, additional tools may be developed such as through traditional media.

Task 3.2 Refine and Implement Phased Outreach Strategy
Once the Outreach and Engagement Strategy has been created and approved by the Client, the Consultant team will work together with Consortium Members to fulfill the implementation of the outreach strategy. As the process unfolds, methods of outreach can evolve to ensure the best engagement methods utilized and enhanced. The Client/Consultant Team shall establish a Local Planners Working Group to provide insight to the Consortium throughout the process. As the Vision will be implemented by local governments it is crucial that local planners in the region participate in an active and ongoing discussion about how local plans integrate into the regional vision.

Task 3.3 Web Site and Template Materials (including Regional Scorecard)
The Client shall assist in supplying materials and content to the website including input on the Regional Scorecard.

Task 3.4 Regional Values Polling
A Regional Values Survey will be undertaken early in the process by the Client/ Consultant Team. A web-based survey will be developed using the results of Task 2.2, the Values Survey, and the Regional Indicators. This survey will establish the deeply held beliefs of the residents in the region and will help guide development of some of the key indicators to be monitored over time. The results of the Regional Values Survey will be integrated into the kick-off Regional Summit.

Task 3.5 Regional Scenario Workshops and Summits
Regional Summits will be held at major junctures in the process hosted by the Client/ Consultant Team. The summits will bring together the full membership of the Southeast Florida Regional Partnership along with other interested stakeholders. The Executive Committee and Work Group leadership will be heavily engaged in planning for each summit, so that the summit will provide an opportunity for broad input into the work of each committee and group. It is anticipated that each summit might include an opportunity for each Work Group to meet and draw in members of the Partnership who do not normally participate in that Work Group's meetings.

- Summit 1 – The value of regional collaboration will be the focus of the initial kick-off summit. This summit will highlight, at a minimum, successful regional visions and plans from around the country, other regional planning efforts in Florida, and initiatives within the Southeast Florida Region. The overall visioning process will be presented as well as results of the regional values survey.
- Summit 2 – The Virtual Present and Trend Future will highlight broadly stated existing conditions and the future currently adopted policy will produce. This forum will also provide the kick-off for developing the alternative scenarios.
- Summit 3 – More detailed Virtual Present and Trend Future will be presented and Alternative Futures will be presented with the evaluation results of the scenarios and the identification the strengths and weaknesses of key components. The most robust elements of each will be presented as possible components of the emerging regional vision.
- Summit 4 – The final summit will present the Regional Vision, Blueprint, and implementation steps. The Summit will formalize the Partnership's approval of the vision and announce demonstration projects selected throughout the region. The Summit will also highlight the proposed ongoing role of the Partnership.

Task 3.6 Develop a Speakers Bureau
Champions from diverse populations will be recruited throughout the public process for a Speakers' Bureau to disseminate information during various phases of the project by the Client. The Speakers Bureau's will be recruited in large part by Consortium or Partnership Members.

Task 3: Public Engagement Deliverables*

1. Detailed Outreach and Engagement Strategy
2. Interactive Website
3. Regional Values Polling/Survey
4. Work Group Meetings
5. Regional Scenario Workshops and Summits
6. Speakers Bureau

** Specific deliverables are subject to change based on changes to the Scope and Budget recommended by the Consortium.*

TASK 4: ENHANCE REGIONAL LEADERSHIP & TECHNICAL CAPACITY

In Task 4 the goal is to expand the capacity of Southeast Florida's regional leaders and institutions to think and act regionally. Regional leaders and champions will be identified and their capabilities and effectiveness will be built and supported. Leadership capacity will be developed on all levels, with particular emphasis on traditionally underrepresented populations and emerging leaders. In addition, inter-agency networks will be developed and work cooperatively to develop and share innovative policy and technical capabilities. The majority of the work to be completed as a part of Task 4 will be the responsibility of the Client. The Consultant will work in coordination with the Client and review and add to the Consortium materials as necessary.

Task 4.1 Develop Capacity-Building Strategy
Assess the existing technical capacity of local governments and regional organizations to address the region's key challenges and opportunities and the development of an overall capacity building strategy that identifies strategies for building leadership and technical capacity in the regions will be completed by the Client.

Task 4.2 Asset Mapping
Document the region's formal and informal leadership networks through social assets mapping and related techniques. Create a database of organized local and regional leadership structures (e.g., leadership programs, leagues of cities, community associations, younger professionals programs), and assess the informal leadership networks which often guide specific community and socioeconomic groups. Conduct a social capital survey to establish a baseline of regional leadership capacity today. Asset mapping is the primary responsibility of the Client with assistance from the Consultant.

Task 4.3 Develop Regional Leadership Program
The Consultant team shall assist the Client in the development and conducting of on-going education and training programs to enhance regional leadership and networking capabilities. These may cover region-wide issues (such as a regional leadership academy) or be targeted to specific issue areas. Options include the development of training courses, workshops, mentoring programs, and web-based curricula. Programs will be developed during the process and will build from the outcomes and responses of the Regional Vision and Blueprint for Economic Prosperity as it develops. The Consultant will conduct up to five meetings, some of which may be virtual or on-line, in order to train public and elected officials regarding the meaning, proper use of, and policy implications of the Regional Vision and Blueprint.

Task 4.4 Best Practices
The Client will identify best practices and long-term structures for continuing to develop and retain regional leaders and enhance collaboration among these leaders, such as a Congress of Regional Leaders. In addition, the Client shall develop targeted strategies for collaboration among elected officials on regional issues, including removing impediments to collaborative regional action. A Best Practices Report shall summarize findings.

Task 4: Enhance Regional Leadership & Technical Capacity Deliverables*

1. Capacity-Building Strategy
2. Asset Mapping
3. Regional Leadership Program
4. Best Practices Report

** Specific deliverables are subject to change based on changes to the Scope and Budget recommended by the Consortium.*

Phase 1C: Plan Development

The following outlines the Consultant team approach for Phase 1C which addresses plan development and includes developing the regional vision and the regional blueprint for economic prosperity. Phase 1C work will be developed in conjunction with the public engagement process.

TASK 5: DEVELOP REGIONAL VISION AND ECONOMIC BLUEPRINT

Task 5 includes the development of a unified Regional Vision with economic prosperity as the unifying goal. A broad-based understanding of the consequences of continuing on the same (trend) path will be developed along with the development of alternative futures and the policy changes that would be required to achieve such futures. Technically supported analysis of the consequences of future decisions will be illustrated.

Task 5.1 Develop Workshop Framework and Content
The Consultant will work with the Client and Work Groups to establish the overall framework for the Public Workshops along with the best locations to hold the workshops in order to reach the broadest spectrum of the regional community.

Task 5.2 Workshop Training with Partners
Once the framework and content of the workshops has been decided, a Training Workshop will be completed with Consortium members and partners to ensure all material is being presented in a clear, concise, understandable manner.

Task 5.3 Regional Workshops
The Client/Consultant Team shall conduct a series of seven regional workshops that explore how the future of the region can change assuming changes to the major drivers in each of the major issue areas. The public workshops are intended to be interactive with both physical maps and access to digital input and criteria. The Virtual Present and trend scenarios will be presented to the public along with options for other future alternatives. Workshop attendees will be able to assess possible alternative futures by interactively changing the priorities of drivers within a digital model and assess how the futures alter based on which major drivers are given more priority.

Sample areas throughout the region will be selected and used to illustrate the differences in alternative futures. Small area plan sites will be selected based on their prototypical and versatile nature to other areas throughout the region and will represent the diversity of settlement (or preservation) found throughout the region. Following the Workshops, the results from the Workshops will be posted and additional feedback from the community will be gathered online through the use of the interactive website.

Task 5.4 Compile and Analyze Workshops Results
Following the public workshops, the Client/Consultant Team will compile and analyze workshop results in preparation for development of alternative future scenarios. Additional information will be gathered from the interactive website. The compiled workshop results will be presented in a booklet available through the project website.

Task 5.5 Create Alternative Future Scenarios
A maximum of four alternative future scenarios will be modeled based on the outputs from the workshops, interactive online web site, and based on the information generated during the project. The Client/Consultant Team shall provide INDEX specifications for defining and characterizing scenario land-uses and transportation features, i.e. the INDEX palette.

Task 5.6 Evaluate Model Scenarios, Present Findings
Once the alternative futures scenarios have been modeled, the The Client/Consultant Team team shall evaluate each scenario to ensure they address major issue areas, regional challenges, input from regional workshops, and regional values. Each model will be evaluated on their projected outcomes for addressing the Regional Values and how they rate on the Regional Scorecard. The evaluations findings of the trend and alternative models will be compared and presented to the Summit and community. Results will be widely to begin a regional discussion about options for future development.

Task 5.7 Outreach Program and Regional Dialogue
The Client shall engage the public and communities in order to facilitate the regional dialogue and further the understanding of alternative futures.

Task 5.8 Choose and Model Preferred Scenario
The Client/Consultant Team will participate in a regional summit to define a Preferred Scenario and draft Vision based on a selected or combined alternative future. The Preferred Scenario will be modeled in greater detail to ensure its applicability down to the community level.

Task 5.9 Develop Vision and Economic Blueprint Framework
The Client/Consultant team shall create a Regional Vision and Economic Blueprint Framework, including a composite vision statement and map and specific visions for each issue area from the Preferred Scenario that will be the focus for the policy development and adoption. The document shall include a planning and policy framework to support and guide the Regional Vision through its implementation. The approved regional vision will be converted into specific goals, objectives, and implementation strategies and will provide enough specificity in the framework to enable partners to work tangibly and in unison towards the making the regional vision a reality. The Regional Vision and Economic Blueprint Framework will integrate regional strategies, policies, and projects into federal, state, regional, and local plans. Also as part of the Framework, the Consultant shall create an implementation matrix that clearly defines what is to be done in the short, medium, and long terms time lines.

Task 5.10 Create Regional Vision and Economic Blueprint Plan
The Regional Vision and Economic Blueprint Framework draft report shall become the Regional Vision and Economic Blueprint Plan. The Client/Consultant Team will work to create partnership work groups to identify regional opportunities and challenges and refine the Framework.

The Consultant will conduct up to three interviews or interactive workshops with consulates, chambers of commerce or other representatives of Southeast Florida's three largest trade partners or merchandise export destinations in order to identify obstacles to trade, economic prosperity, investment in the region. The purpose of the interviews or workshops is to elicit solutions to the reduction of these obstacles or barriers to trade and investment with the trade partners. The Consultant will conduct up to five interviews or interactive workshops with representatives of the three international airports and two largest sea ports in the Region to identify barriers to freight and passenger operations and identify ways to improve environmental and economic sustainability in their operations, as well as improved multi-modal connections.

The Client/Consultant Team will create Plan Elements which integrate the Vision into a regional policy framework to address each of the major issue areas, including economic development, housing, transportation, water, environment, climate resiliency, community assets/culture, education, healthy communities, and inclusive regional leadership.

Task 5.11 Five-year Implementation Plan
The Client will play an integral role in the development of strategies to integrate each of the Plan elements into local and state planning structures.

Task 5.12 Identify Paths to Implementation
The Client/Consultant Team will work with the Consortium to prepare an Implementation Matrix that shows regional projects to be implemented in the short, medium, and long terms. This matrix should include potential funding sources

Task 5.13 Fiscal Analysis
The Client will be assisted by the Consultant in creating a fiscal analysis of plan implementation costs. Infrastructure and development costs shall be discussed in relation to the benefits of plan implementation to the region.

Task 5: Develop Regional Vision and Economic Blueprint Deliverables*

1. Regional Workshops and Training
2. Alternative Future Scenarios
3. Evaluation of Scenarios using Regional Scorecard
4. Preferred Scenario
5. Regional Vision and Economic Blueprint Framework (draft plan)
6. Regional Vision and Economic Blueprint Plan
7. Five-year Implementation Plan
8. Implementation Matrix that includes needed projects, partners and paths to implementation
9. Fiscal Analysis

** Specific deliverables are subject to change based on changes to the Scope and Budget recommended by the Consortium.*

Phase 2: Implementation

In Phase 2 the Client/Consultant Team shall begin implementation of the plan with the Consultant managing the multi-disciplinary team which includes Consortium Members.

TASK 6: BEGIN IMPLEMENTATION

In Task 6, the Client/Consultant Team shall illustrate techniques for planning, policy, and regulation changes that will facilitate implementation of the Regional Plan, develop model regional compacts and ordinances that will facilitate implementation of the Vision, develop an Implementation Toolbox to assist planners in modifying their local codes to embrace the Vision elements, and create and fund a program to continue demonstration projects beyond the visioning process to systematically strengthen local expertise in implementing vision elements.

Task 6.1 Vision Adoption
The Client/Consultant Team will work with regional partners to adopt the Regional Plan. The Consultant team will be available to attend an adoption hearing in each of the seven counties and five municipalities in the seven-county region.

Task 6.2 Integrate Regional Economic Blueprint into Strategic Planning
The Client/Consultant Team will work with regional partners to integrate the Regional Plan into strategic planning efforts. The consultant team will be available to suggest edits to ongoing strategic planning efforts to reflect the chosen scenario.

Task 6.3 Identify, Scope and Implement Demonstration Projects
The Client/Consultant Team shall identify successful development patterns, practices and strategies from outside the region that could be appropriate for Southeast Florida. The Client/Consultant Team will work with the Work Groups to identify, scope, and implement demonstration projects that illustrate how Partnership members can address regional issues and achieve regional goals within the purview of their authority. It is important that Partnership members assume most of the responsibility in conducting the demonstration projects and providing the products to other members. Demonstration projects should touch on the region's major issues and represent each of the regional place types, including coastal, urban, suburban, and rural. The deliverables could include master plans, form-based codes or corridor plans spanning the varied place types suggested by the urban-to-rural transect and the geographic area of the seven county area.

Task 6.4 Create a Regional Tool Box
The Client/Consultant Team shall create an Implementation Toolbox with a full range of supporting policies and tools to integrate and implement the Regional Vision and Blueprint into each level of government in the region. Tools will include model ordinances, design guidelines, and technical methods to address critical areas requiring unique attention or providing a large impact, such as transit oriented development and other issues related to the creation of sustainable communities. As with the demonstration projects, it is important that the Regional Toolbox touch on the region's major issues, regional challenges, and area types.

The Consultant shall integrate Climate Compact initiatives with the Regional Plan with the following approach: attend annual Climate Summits, integrate Vision and Blueprint documents with the Climate Compact and propose updates to climate change mitigation and adaptation strategies as breakthroughs occur during the three-year lifespan of the project, identify a list of documents authored at the national, regional, and local level for best practices in climate change mitigation and adaptation in coastal areas, and propose a concise list of recommendations to improve locally-authored documents or action plans to reflect evolving knowledge and understanding of the complex mechanisms of climate change and sea level rise and their effect upon the region.

Task 6.5 Refine and Update Regional Blueprint
The Client with assistance from the Consultant shall refine and update the Regional Blueprint to reflect changing conditions and address new opportunities and challenges.

Task 6: Begin Implementation Deliverables*

1. Attendance of key adoption hearings and meetings.
2. Selection of worthy projects from the consultant team and possibly Consortium partners and members that deserve further exploration.
3. The Regional Tool Box
4. Demonstration Project Documents such as form-based codes, or masterplans for transit-oriented development, corridors, and neighborhoods.

** Specific deliverables are subject to change based on changes to the Scope and Budget recommended by the Consortium.*

RESPONSIBILITIES OF THE CLIENT

The Consultant's completion of tasks set forth in this Proposal on a timely basis is contingent on the Client's cooperation in providing information and participating with respect to certain project activities. The Client shall be responsible to the Consultant for the timely performance of the following tasks, in addition to its responsibilities set forth hereinabove:

1. Provide, on a timely basis, the Base Information.
2. Provide supplementary information that may be requested by the Consultant from time to time during the course of the Project.
3. Provide a Project Officer as a single Client point of contact for the Consultant.
4. Client staff shall attend and participate in project meetings upon the request of the Consultant.
5. Provide server space or make arrangements for the provision thereof in order to host the Data Warehouse, Website, Regional Toolbox, Models and Model Scenarios, and publicly accessible digital materials generated during the project.
6. Manage, under separate contract(s), additional specialty expert sub-consultant services as deemed necessary by Client, or authorize the Consultant, by a writing signed by the Client and the Consultant, to contract with sub-consultants, and reimburse sub-consultants for the costs of their services. The Client and the Contract expressly agree that these contracts with sub-consultants are separate and apart from contracts that the Consultant may enter into with sub-consultants in order to fulfill its responsibilities pursuant to this Contract.
7. Provide public outreach throughout the project, and solicit the attendance of third parties whose participation the Client considers important. This responsibility includes working with the Consultant to identify key stakeholders, contacting stakeholders to coordinate attendance at meetings and workshops, and printing, distributing, and mailing materials to promote project events.
8. Provide appropriate meeting room(s) for all meetings and planning sessions, including studio workspace for the meetings, summits, and workshops.
9. In order to conduct a successful Workshop:
   a. The Client shall provide additional table facilitators as needed for the Public Sessions.
   b. The Client shall provide commercial rentals and secure meeting spaces for Workshop events, as necessary, including Workshop meeting rooms, presentation rooms, and studio workspace.
   c. The Client shall provide necessary refreshments for public involvement events, including lunch for participants at the Public Session. This expense shall be separate and apart from the Contract Amount set forth in the Agreement.
   d. The Client shall provide for video recording of all public meetings and workshops.
   e. The Client shall make every effort to ensure the attendance of a majority of Consortium members and stakeholders at the Summit and Workshops.
10. The Client shall be responsible for providing, within the respective time frames set forth hereinabove, comments to each draft deliverables submitted by the Consultant to the Client for review.

Attachment "B"
Budget Proposal

Attachment B supplements the Agreement by and between the South Florida Regional Planning Council, and on behalf of the Consortium Members, hereinafter sometimes referred to as "Client or Consortium" and The Image Network, Inc d/b/a Dover, Kohl, & Partners, and is by such Agreement incorporated therein by reference. The summary below identifies the fees likely to be required for each phase of the project, as outlined in the Project Proposal. This budget proposal is an initial estimate based on the Project Proposal.

I. Professional Fees. The Client shall compensate the Consultant for professional services rendered in the performance of this Agreement or in the service of the Client.

1.1 Flat Fee. The Client shall make payment to the Consultant of professional fees in the amount of $2,430,000 for the completion of the work in the Agreement. The flat fee includes reimbursable expenses advanced either in the performance of the Agreement or in the service of the Client. The first invoice for this project will be issued upon execution of an Agreement for Consultant Services between the Consultant and the Client, and will serve as a retainer fee equaling 15% of the total contract sum. Subsequent invoices will be issued on a monthly basis, based upon the tasks and deliverables completed that month.

Phase 1A: Development of Regional Profile

Task 1: Build Collaborative Partnerships	$ 0
Task 2: Regional Resource Library & Scorecard	$527,000
Total Estimated Fee - Phase 1A	**$527,000**

Phase 1B: Public Engagement

Task 3: Conducting Public Engagement	$510,000
Task 4: Enhance Regional Leadership & Technical Capacity	$ 14,875
Total Estimated Fee - Phase 1B	**$524,875**

Phase 1C: Plan Development

Task 5: Develop Regional Vision and Economic Blueprint	$632,625
Total Estimated Fee - Phase 1C	**$632,625**

Phase 2: Implementation

Task 6: Begin implementation	$745,500
Total Estimated Fee - Phase 2	**$745,500**

Total Project Estimated Fee **$2,430,000**

1.2 Retainer / Initial Deposit. Upon execution of an Agreement for Consulting Services between Dover, Kohl & Partners and the Client, the Client shall provide a retainer fee equaling 15% of the total contract sum.

1.3 Additional Services. Professional fees for services not specifically described in this Agreement shall accrue on an hourly basis in accordance with the current rate schedule of Consultant and shall constitute fees in addition to the above-mentioned professional fees; provided, however, no such fees shall be incurred or paid without prior written notice being furnished to the Client and the Client's agreement, in writing, to pay such fees.

II. Reimbursable Expenses. Reimbursable expenses associated with Task 1 through Task 6 are to be paid to Consultant from grant funds allocated to Task 6. An initial budget of $200,000 should be set aside for reimbursable expenses. Reimbursable expenses include, but are not limited to:

1. Reproduction expenses, such as printing, photocopying, photographing, photo-processing, filing, and computer storage supplies and materials;
2. Mailing, packaging, and shipping by couriers, overnight, express, priority, or other type of delivery service or the U.S. Postal Service;
3. Long-distance communications charges for telephone, fax, and computer modem;
4. Commercial rentals, as required at the Site, for supplies, equipment, workrooms, meeting rooms, and presentation rooms;
5. Air and ground transportation, food, and lodging costs;
6. Any other limited miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services for the Project or in the service of the Client.
7. Expenses of any additional insurance limits or coverage, including professional liability insurance requested by the Client beyond present coverage.

III. Payments. Consultant shall submit monthly invoices to the Client for professional services rendered and reimbursable expenses incurred to date. Such invoices shall be paid in full promptly upon receipt, but no later than thirty (30) days following the date of the invoice. Invoices that remain unpaid after thirty (30) days may incur an additional service charge of one and one-half (1.5%) percent per month, but no greater amount than that which is legally permissible.