

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #2

REGULAR MEETING

AGENDA

January 23, 2019

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

7

PROFESSIONAL SERVICES AGREEMENT

SECTION 1 – GENERAL

THIS IS AN AGREEMENT made as of _____, 2018, between **Fiddler’s Creek Community Development District #2** (“CLIENT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for GIS Services for the Fiddler’s Creek Community Development District #2 (“Project”) located in Collier County, Florida.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

SECTION 2 – SCOPE OF SERVICES

Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

SECTION 3 – COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled “Scope of Services,” the CLIENT shall compensate the CONSULTANT as provided in Exhibit B.

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’S Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’S services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’S standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’S invoice, CONSULTANT may, after giving seven day’S written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

SECTION 4 – STANDARD OF PERFORMANCE

The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT's services.

SECTION 5 – LIMITATION OF LIABILITY

CONSULTANT's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT's compensation, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.

SECTION 6 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of this Agreement:

- Exhibit A. "Scope of Services"
- Exhibit B. "Compensation"
- Exhibit C. "Consultant's Hourly Rate Schedule"
- Exhibit D. "Reimbursables"

IN WITNESS WHEREOF, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT's Limited Liability printed on Page 1 of this Agreement.

CLIENT:
Fiddler's Creek Community Development District #2

CONSULTANT:
Passarella & Associates, Inc.

Signature
By: Chuck Adams
Name Typed or Printed

Signature
By: Kenneth C. Passarella
Name Typed or Printed

Title: District Manager

Title: President

Address for giving notices:

Fiddlers Creek Community Development
District #2
c/o Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Road, Suite 214
Bonita Springs, Florida 34135
Phone: (239) 498-9020
Fax: () -

Address for giving notices:

Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
Phone: (239) 274-0067
Fax: (239) 274-0069

Attest: _____

Signature

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of _____

County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

Name typed, printed or stamped

(Seal)

EXHIBIT A

Exhibit A consisting of two (2) pages referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2018.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

CLIENT _____

CONSULTANT _____

SCOPE OF SERVICES

Task

Description

1.0 GIS Services

Consultant will create a GIS web application for Fiddler's Creek Community Development District #2 (FCCDD2). Data layers shall include but not be limited to:

1.1 Parcels

- STRAP Number
- Parcel Owner
- Owner's Address
- Site Address
- Existing Land Use
- Approximate Acreage
- Hyperlink to Parcel's Property Appraiser Website

Drainage (where construction plans are available)

- Drainage Pipes
- Drainage Structures

Labels

- Street Names
- Address Numbers
- Preserve Numbers
- Community Names
- Lake Numbers

Document Hyperlinks

- Construction Plans (where available)
- Plat Documents

Task

Description

Preserves

- ID Number
- Preserve Acreage
- Preserve Area
- Preserve Perimeter

Platted Easements

- Type
 - Width
-

EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2018.

Initial:

CLIENT _____

CONSULTANT _____

COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the CLIENT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
1.0	GIS Services – FCCDD2 GIS Web Application	T&M	\$20,000.00
Total:			\$20,000.00

Fee Type Definition:

Time and Materials (T&M): For the actual hours expended by the CONSULTANT’s professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT’s hourly rate schedule in effect at the time the services are rendered. The current hourly rate schedule is included as Exhibit C of this Professional Services Agreement. CONSULTANT shall provide CLIENT with CONSULTANT’s annual increases to the current standard billing rate 30 days prior to incurring costs under any rate increases.

EXHIBIT C

Exhibit C consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2018.

Initial:

CLIENT _____

CONSULTANT _____

CONSULTANT'S HOURLY RATE SCHEDULE

GIS Manager	\$140.00/hr.
GIS Analyst III	\$120.00/hr.
GIS Analyst II	\$100.00/hr.
GIS Analyst I	\$ 85.00/hr.
Reimbursable Expenses	Cost

EXHIBIT D

Exhibit D consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2018.

Initial:

CLIENT _____

CONSULTANT _____

CONSULTANT'S REIMBURSABLES

Bond (line dwg. with no aerials or other graphics)	\$10.00 (24x36); \$20.00 (36x48); \$25.00 (36x62) Other sizes – \$1.67 per square foot (i.e., 2 ft. x 3 ft. = 6 sq. ft. x \$1.67 = \$10.02)
Aerial Photos	\$20.00 (24x36); \$40.00 (36x48); \$50.00 (36x62) Other sizes - \$3.33 per square foot
Color Photos	8 x 11 – 1 st copy of each sheet is \$2.75 all additional copies are \$1.35
Matte	\$35.00 (24x36); \$70.00 (36x48); \$87.00 (36x62) Other sizes - \$5.80 per square foot
Acetate	\$15.00 (24x36); \$30.00 (36x48); \$37.50 (36x62) Other sizes - \$2.50 per square foot
Vellum (Sepia)	\$12.00 (24x36); \$24.00 (36x48)
Xerox	\$0.08 (8x11); \$0.08 (8x14); \$0.16 (11x17)
Courier	\$30.00 ea.
Fedex	\$25.00 ea.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

8

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

9A

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

9B

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

10B

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2
NOTICE OF FISCAL YEAR 2019 MEETINGS

The Board of Supervisors ("Board") of the Fiddler's Creek Community Development District #2 ("District") will hold Regular Meetings for Fiscal Year 2019 on the fourth Wednesday of each month (unless otherwise indicated) at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114, on the following dates:

October 24, 2018
November 14, 2018
December 12, 2018
January 23, 2019
February 27, 2019
March 27, 2019
April 24, 2019
May 22, 2019
June 26, 2019
July 24, 2019
August 28, 2019
September 25, 2019

The purpose of these meetings is for the Board to consider any business which may properly come before it. The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by calling (561) 571-0010.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Fiddler's Creek Community Development District #2