



Form of Agreement between Owner and Planner

In this Agreement between the Owner:

City of Knoxville
305 S Third Street
Knoxville, IA 50138

and the Planner:

JEO Consulting Group, Inc.
11717 Burt Street, Ste. 210
Omaha, NE 68154
Phone: 402-934-3680
Fax: 402-934-3681

Entered into _____, 2016.

The JEO Team appreciates this opportunity to provide professional services for a Comprehensive Plan update with a Strategic Plan. Attached, as exhibit "A", is the detailed Scope of Services and fee for providing services on the above referenced project. Such work shall begin immediately upon approval. These services are estimated to be substantially complete by the end of May 2017 (9 months), with the official adoption pending approval from the Planning Commission and City Council. Modification or additions to this schedule may be authorized by mutual consent of the city and JEO Team. Also attached as exhibit "B", is the list of JEO General Conditions.

The JEO Team will need the assistance of the city to provide the following:

1. A point of contact (for the city) to provide a direct liaison with the JEO Team for instruction and direction on behalf of the city.
2. As needed, copies of all existing base maps owned by or in the possession of the city. The city shall provide the JEO team with the GIS base maps.
3. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract, including consistent zoning issues from the city.
4. Reasonable assistance in contacting residents and agencies, scheduling activities and distributing information about the project including energy providers.
5. If necessary, arrange for safe access to and make all provisions for the JEO Team to enter upon public property as required for the JEO Team to perform services under this Agreement.
6. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by the JEO Team (including obtaining advice of an attorney and other consultants as city deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
7. Give prompt written notice to the JEO Team whenever city observes or otherwise becomes aware of any development that affects the scope or time of performance of furnishing of services pertaining to this Agreement, or any defect or nonconformance in the JEO Team's services.

JEO CONSULTING GROUP INC

8. Review by the City Attorney of documents and regulations for conformity with existing local, state and federal law and regulations.
9. The JEO Team shall be entitled to use and rely upon all such information and services provided by city in performing services under this Agreement.
10. Provide a meeting facility for all scheduled public meetings.

The city shall pay JEO a lump sum not to exceed of **\$52,500** for the performance of the Scope of Services in Exhibit "A". The city shall be billed monthly for services performed, based upon a percent complete per Phase.

Additional services, as may be agreed to and added to Exhibit "A", shall be billed in accordance with the agreement or addendum authorizing such service.

Clint Sloss, will be the main JEO Team point of contact for this project while Jeff Ray will be the Project Manager. Additional JEO team members are anticipated to participate in minor roles.

If acceptable, please sign and return one (1) copy to JEO (Omaha office). If you have any questions, please feel free to contact me.

JEO CONSULTING GROUP, INC

CITY OF KNOXVILLE



By: Jeffrey B. Ray, AICP

Title: Planning Department Manager

By: _____

Title: _____

Date Signed: 08/19/2016

Date Signed: _____

Address for giving notices:

11717 Burt Street, Suite 210
Omaha, NE 68154

Address for giving notices:

Exhibit A

Scope of Services

Based on the project generally defined above, we propose to provide planning services required to update the existing Comprehensive Plan as follows. Please note that these services may run concurrently.

1) Project Kickoff with City Staff and Project Management:

- a) Establish a planning advisory committee (PAC) or utilize the planning and zoning board as the committee. The committee will assist the consultant team as a sounding board for the vision of the community and provide technical or special direction to the process.
- b) Develop a public participation plan with city staff, the designated plan advisory committee members, and the city council.
- c) Develop a proposed meeting schedule.
- d) Establish the base maps in ArcGIS format.
- e) Conduct a kick-off meeting to discuss project intent, roles of the team, and establish a schedule for the public input meetings selected by the city.
- f) Facilitate a Planning 101 public education session.

2) Comprehensive Plan:

- a) Profile Knoxville
 - i) Collect and analyze population and economic statistics relevant to future development. Such data shall be obtained through census information from the 2010 census data and subsequent estimates.
 - ii) Analysis of existing land use, transportation, community facilities, public infrastructure, housing, energy use, natural resources and hazards, agricultural and natural resources
 - iii) Review and conduct visual survey of community neighborhoods and districts
 - iv) JEO shall direct one committee meeting.
- b) Envision Knoxville
 - i) Conduct two town hall meetings to gather preliminary input for the development of goals, objectives, and policies.
 - ii) Conduct focus group meetings with key staff, administration, elected officials, community leaders, and other designated interest groups.
 - iii) Meet with high school students to gain their vision and desires.
 - iv) Prepare a summary report of key issues and strategies for the city's acceptance and modify as directed.
 - v) Utilize mySidewalk for an online meeting to gather additional input.
- c) Achieve Knoxville:
 - i) Develop a future land use plan and maps addressing specific issues, such as, but not limited to:
 - (1) Growth management policies and priority growth areas
 - (2) Residential development including specific density levels for key areas of Knoxville
 - (3) Commercial and industrial development cores and nodes
 - (4) Economic development and redevelopment sub areas
 - (5) Housing and residential growth
 - (6) Open spaces
 - ii) Develop new transportation plan based on:
 - (1) Public input collected during ENVISION Knoxville

- (2) Highway and other plans being considered by the city, county, and state
- (3) Observations of the planning team
- (4) Inclusion of multi-modal transportation and trails plan
- iii) Other plan elements:
 - (1) Public facilities plan
 - (2) Environmental resources plan
 - (3) Annexation plan
- iv) Two Committee Meetings
- v) Joint City Council and Planning and Zoning Commission Meeting to provide project update.
- d) Implement (Strategic Plan) Knoxville
 - i) Develop an implementation plan that identifies prioritized goals and potential funding assistance to implement the proposed projects.
 - ii) Compose draft sections of the comprehensive plan.
 - iii) Review the draft sections with PAC at the regularly scheduled meeting.
 - iv) Revise comprehensive plan sections as necessary.
 - v) Compile all comprehensive plan sections in published form with graphics for PAC review and recommendation.
 - vi) Provide recommended comprehensive plan to the general public for review.
 - vii) Present the draft comprehensive plan at the planning and zoning commission public hearing.
 - viii) Present the draft comprehensive plan at the city council public hearing.
 - ix) Provide final hard copies and digital version to the city.

3) Deliverables:

- a) Up to 25 printed color copies of the updated Comprehensive Plan
- b) Electronic copy of the Plan in .pdf on digital storage device
- c) GIS shape files for all maps created
- d) One 34" x 44" wall map of the Future Land Use

EXHIBIT "B" TO LETTER AGREEMENT

DATED AUGUST 19, 2016

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would

otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.