

City of Fort Pierce Agreement Contract 2018 - _____

City of Fort Pierce

State of Florida

THIS AGREEMENT is made the 1st of December 2017, between Lyle Sumek Associates, Inc. (herein called “Contractor”) and the City of Fort Pierce hereinafter called “City”), a municipal corporation organized and existing under the laws for the State of Florida.

WHEREAS, the City desires consultant services for Strategic Plan Update for the City, and

WHEREAS, the City and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein below:

1. **Services:** The Contractor shall provide consultation services in the creation of a Strategic Plan Update for the City under the direction of the City Manager. The Contractor shall also provide individual interviews with City Council and City Manager prior to the Strategic Planning Session. Refer to Attachment I.
2. **Deliverables:** The deliverables resulting from execution of this agreement shall be provided in editable formats such as Microsoft Word or other formats as acceptable per City concurrence.
3. A follow up date will be required in March, April, May or June to develop action outlines and finalize priorities – Consultant will need time to adjust and finalize the Action Outline.
4. **Fees:** The basic services will be performed at a cost not to exceed \$23,000 in professional fees plus additional expenses and assembly and duplication required for the Final Report. The City may expand the scope and request additional services at a fee of \$250.00 per hour. Services in excess of \$23,000 must be agreed upon in writing prior to commencement.
5. **Invoicing:** The Contractor shall send invoices to the City of Fort Pierce. Approved invoices shall be paid within 30 days upon receipt of invoice.
6. **General Terms and Conditions:**
 - a) The Contractor is performing services for the City as an Independent Contractor.
 - b) The Contractor is scheduled on sight February 12-13, 2018.
 - c) Contract shall comply with the most current Federal and State of Florida Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

7. The City Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the City. If the contract is terminated for the convenience of the City, the City will pay the Contractor for costs incurred to date of termination. If termination is less than 3 weeks from the retreat date – City will be charged for any work done on the project and charged for ½ day of the actual retreat time that was scheduled; if within 1 week of the retreat the charge will include 1 full day; and if less than 2 days the City will be responsible for the entire time scheduled for the actual retreat.
- d) Should any part of the Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of the Agreement. Cancellation Fee
 - e) This Agreement has been made and entered into the State of Florida, and the laws of Florida shall govern the validity and interpretation of this Agreement in the performance due hereunder.
 - f) The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the City and Contractor other than that which is expressly stated herein. The City is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor’s agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The Contractor’s agents and employees shall not be considered employees of the City for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the City.
 - g) The Contractor will maintain proper insurance coverage throughout the duration of the contract. Insurance is carried through Hayward Brown Insurance, Bunnell, FL. The Contractor has sent the insurance company a request to forward copies to the City.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

LYLE J. SUMEK

CITY OF FORT PIERCE

Date: December 1, 2017

Date: _____

By: *Lyle J. Sumek*

By: _____

Printed Name: Lyle J. Sumek

Printed Name: Nick Mimms

Position: President/Owner

Position: City Manager

Witnesses *Julie Sumek*

Witnesses _____

Printed Name: Julie Sumek

Printed Name: