

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) dated this 17th day of December, 2015,

BETWEEN

CITY OF ATLANTIC BEACH, FLORIDA

(the “Client”)

- AND -

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COMMUNITY REDEVELOPMENT & PLANNING CONSULTANTS LLC

(the “Consultant”)

BACKGROUND:

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Consultant is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Client and the Consultant (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

- (1) The Client agrees to engage the Consultant to provide the Client with the services (the “Services”) consisting of:
 - a. Review of the Atlantic Beach Land Development Code standards applicable to the development of commercial land uses along the Atlantic Boulevard road frontage (16 Hours). [NOTE: City staff to provide an electronic copy of the Land Development Code in MS Word format to the Consultant]

- b. Analyze and prepare a memorandum setting forth a professional opinion regarding the application of those standards to the proposed development of a Gate Petroleum establishment within the Atlantic Boulevard commercial corridor (24 hours).
- (2) The Services will also include any other tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

Term of the Agreement

- (3) The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
- (4) In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days written notice to the other Party.

Performance

- (5) The Parties agree to do everything necessary to ensure the terms of this Agreement take effect.

Currency

- (6) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

- (7) For the services rendered by the Consultant as required by this Agreement, the Client will provide compensation (the “Compensation”) to the Consultant **not to exceed \$5000.00 based on an hourly rate of \$125.00 for up to 40 hours.**
- (8) The client will be invoiced on a monthly basis beginning at the end of the first full month until the work is complete.
- (9) Invoices submitted by the Consultant are due within 30 days of receipt.
- (10) The Compensation as stated in this Agreement does not include sales tax, or duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

- (11) The Contractor will be reimbursed for any reasonable expenses incurred in connection with providing the Services of this Agreement.

Confidentiality

- (12) Confidential information (the “Confidential Information”) refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that confidential information could reasonably be expected to cause harm to the Client.
- (13) The Consultant agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- (14) All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

Ownership of Intellectual Property

- (15) All intellectual property and related material (the “Intellectual Property”) that is developed or produced under this Agreement will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- (16) The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

- (17) Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

- (18) In providing the Services under this Agreement, it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

- (19) All notices, requests, demands, or other communications required by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. **As to the Consultant:**

Steven G. Lindorff, FAICP, President
Community Redevelopment & Planning Consultants LLC
2092 Vela Norte Circle
Atlantic Beach, FL 32233

- b. **As to the Client:**

Or to such other address as any Party may from time to time notify the other.

Indemnification

- (20) Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Dispute Resolution

- (21) In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
- (22) If the dispute is not resolved within a reasonable period, then any and all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having jurisdiction with Duval County, Florida.

Modification of Agreement

- (23) Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

- (24) Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

- (25) The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without prior written consent of the Client.

Entire Agreement

- (26) It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

- (27) This agreement will enure to the benefit and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

Titles/Headings

- (28) Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

(29) Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

(30) It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

(31) In the event that any provisions of this Agreement are held to be invalid or unenforceable in whole or part, all other provisions will nevertheless continue to be valid and enforceable without the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

(32) The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 17th day of December, 2015.

FOR THE CLIENT:

_____(signature)
_____(print name)
_____(title)

FOR THE CONSULTANT:

_____(signature)
Steven G. Lindorff, FAICP
President
Community Redevelopment & Planning LLC