

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Highland Beach, Florida, a Florida municipal corporation, 3614 S. Ocean Blvd., Highland Beach, FL 33487 ("Town") and Inspire Placemaking Collective, Inc., a corporation authorized to do business in the State of Florida, 4767 New Broad St., Orlando, FL 32814 ("Consultant").

WITNESSETH:

WHEREAS, the Town is a Florida municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, Consultant provides professional planning and development review services and is interested in providing such services to the Town on a continuing, as-needed basis; and

WHEREAS, pursuant to Section 33-2(c)(1) of the Town's procurement code, the Town desires to enter into a professional services agreement with Consultant for the provision of professional planning and development review services; and

WHEREAS, the Town finds this Agreement serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S SERVICES.** The Consultant shall provide consulting services to the Town as directed by the Town Manager or designee. The general scope of the Consultant's services is to provide general planning, development review, and related services. Services will be authorized by Town issued purchase order, which will include a Town-approved scope of services, schedule, and fee based on the current rate sheet attached hereto as Exhibit "A".

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer,

partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

#### SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The Term of this Agreement shall be for three (3) years commencing \_\_\_\_\_, 2024, unless earlier terminated as stated herein. The Term of this Agreement may be renewed by mutual written agreement of the parties for two (2) additional one (1) year terms upon the same terms and conditions as provided for herein. The Term may be extended for up to ninety (90) days by written agreement of the parties for services related to those services identified herein. The Town Manager is authorized to execute such renewals and extensions on behalf of the Town.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible in accordance with or better than industry standards.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than sixty (60) days prior written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination. Town shall pay Consultant for all services performed under this Agreement through the date of termination.

h. Termination for Non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

#### SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate the Consultant in accordance with the current rate sheet, attached as Exhibit "A", and incorporated herein, during the Term of this Agreement.

b. Invoice. The Consultant shall render an invoice to the Town, on a monthly basis, for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed and the time spent on same or percent complete for fixed fee, with sufficient detail for a pre and post audit thereof. All reimbursable expenses shall also be clearly identified on the Invoice and supporting documentation shall be provided. Invoices for special projects with a not-to-exceed amount or fixed fee must reflect the amount paid to date, the amount encumbered by the current invoice, and the amount remaining under the applicable project

authorization. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

c. Tax. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 6: WARRANTY/GUARANTEE. The Consultant warrants that they will perform their services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. The Consultant shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project.

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, and shall require any sub-consultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. This coverage shall also include Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

b. Commercial General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

c. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property

Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

2. Hired and Non-Owned Vehicles
3. Employers' Non-Ownership

d. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$1,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

e. Cyber Liability with limits not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$1,000,000.00) general aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

f. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The "Town of Highland Beach, its elected officials, officers, employees, and attorneys" shall be named as an additional insured on policies referenced in this Section. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished, and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

g. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

h. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

SECTION 8: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

SECTION 9: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 10: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 11: PERSONNEL. The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged

in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 12: SUB-CONSULTANTS.** The Town reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the sub-consultant's insurance coverage arising out of the negligent acts, errors or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Town.

**SECTION 13: ASSIGNMENT.** The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

**SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT.** Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure sub-contractor's compliance.

**SECTION 15: INTEREST OF THE CONSULTANT.**

a. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

b. The Consultant shall not perform any services for any private sector clients, including, but not limited to, developers, corporations, and real estate investors, on projects within the jurisdictional boundaries of the Town.

c. The Consultant acknowledges that, in the course of performing under this Agreement, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the Town and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to the Consultant, or of which the Consultant may otherwise become aware are and shall be and remain the confidential information of the Town (“Confidential Information”), unless otherwise deemed “public” by law. The Consultant will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations (“Recipient Information”). The Consultant further acknowledges that, in the course of performing the services under this Agreement, it may have access to certain other information that relates, directly or indirectly, to statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans (“Proprietary Information”). The Consultant affirms that it will not disclose any Confidential Information, Recipient Information, or Proprietary Information and that if it determines that there could be a conflict, or potential conflict of interest, the Consultant and/or its agents will immediately advise the Town Manager.

d. The Consultant shall not review or perform any services regarding any application made to the Town by any client of the Consultant, even if the services the Consultant performs for such client are unrelated to the Town. In such instance, the Consultant shall disclose the relationship immediately to the Town Manager, who may retain an alternate consultant for those services. Consultant will ensure it does not invoice the Town for such services, including adjusting any fixed fee to cover the cost of the alternate consultant required to complete the work.

e. Neither the Consultant nor any of its employees, agents, or sub-consultants performing under this Agreement shall have or hold any employment or contractual relationship that is antagonistic or incompatible with the Consultant’s loyal and conscientious exercise of judgment related to its performance under this Agreement.

f. The Consultant shall immediately notify the Town if issues are discovered by the Consultant that may adversely impact the Town.

g. The Consultant further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of the services required pursuant to this Agreement.

**SECTION 16: COMPLIANCE WITH LAWS.** The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.



SECTION 17: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose its confidential or proprietary information regarding its products and service costs.

SECTION 18: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 19: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 21: SCRUTINIZED COMPANIES.

a. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false certification, or if the Consultant or any of its subconsultants have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

b. If this contract is for one million dollars or more, the Consultant certifies that Consultant and its subconsultants are not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized

Companies with Activities in the Iran Terrorism Sectors List and have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this Agreement if the Consultant is found to have submitted a false certification, or if the Consultant or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Highland Beach  
Attn: Town Manager  
3614 S. Ocean Boulevard  
Highland Beach, FL 33487

and if sent to the Consultant, shall be sent to:

Inspire Placemaking Collective, Inc.  
Attn: Christina Miller, Senior Project Manager  
25 NE 2<sup>nd</sup> Avenue  
Suite 414  
Miami, FL 33131

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 27: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Manager.

SECTION 29: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 30: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 31: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 32: PALM BEACH COUNTY IG. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibits “A” and “B”. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibits “A” and “B” to the Town shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 36: DISPUTE RESOLUTION. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Each party shall be responsible for its own attorney’s fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

SECTION 37: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees;
- b. Secure an affidavit from all sub-consultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;
- c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

SECTION 39: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BOULEVARD, HIGHLAND BEACH, FL 33487.**

SECTION 40: COMPLAINT WITH SECTION F.S. 787.06. The Consultant, by signing this Agreement as set forth below, attests that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Town Manager, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

[Signatures follow on next page]

CONSULTANT:

Inspire Placemaking Collective, Inc., a Florida corporation

By: \_\_\_\_\_  
George Kramer, President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by George Kramer as President of Inspire Placemaking Collective, Inc., a company authorized to do business in the State of Florida,  who is personally known to me or  who produced \_\_\_\_\_ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Inspire Placemaking Collective, Inc. to the same.

(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary public)

TOWN OF HIGHLAND BEACH

By: \_\_\_\_\_  
Natasha Moore, Mayor

ATTEST:

\_\_\_\_\_  
Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney



Exhibit "A"  
Rate Sheet

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$200.00 to \$350.00
Project Manager	\$165.00 to \$225.00
Deputy Project Manager	\$130.00 to \$165.00
Senior Landscape Architect/Senior Planner	\$145.00 to \$210.00
Senior Graphic Designer	\$135.00 to \$185.00
Landscape Architect/Urban Designer/Planner	\$100.00 to \$165.00
Landscape Designer/Planning Technician	\$90.00 to \$130.00
Graphic Designer	\$70.00 to \$90.00
Administrative	\$55.00 to \$85.00