



End User Professional Services Agreement General Terms and Conditions

This **End User Professional Services Agreement** ("Agreement") by and between **Thompson Consulting Services, LLC** (hereinafter referenced as "Consultant") and the **City of Westlake** (hereinafter referenced as "Client" or "End User");

Whereas, Consultant has entered into an agreement for Disaster Debris Management and Support Services (Agreement Number 22-202) effective as of May 8, 2022 – May 7, 2025 with the Solid Waste Authority of Palm Beach County (hereinafter referred to as "Authority Contract" and attached as **Exhibit A**);

Whereas, the Authority Contract was extended through May 7, 2028 through Amendment #1 to the agreement on February 26th, 2025, attached as **Exhibit B**;

Whereas, the Authority Contract acknowledges that the End User may enter into an agreement with the Consultant through the Authority Contract;

Whereas, Client desires to be an End User under the Authority Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the Authority Contract;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall commence on the Effective Date and shall expire on the same date set forth in the Authority Contract. The term of this Agreement shall be dependent upon any renewals of the Authority Contract. Any exercised renewal of the Authority Contract shall automatically renew the term of this Agreement for the same period of the Authority Contract, unless Client or Consultant notifies the other party in writing prior to the expiration of the then current term of its intent not to renew this Agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof following the issuance of a Notice to Proceed and in accordance with **Exhibit A** attached hereto.

3. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in the Authority Contract, including any amendments to Authority Contract.

4. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

5. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, and postage prepaid.

6. MISCELLANEOUS

A. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

B. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Effective Date: _____

THOMPSON CONSULTING SERVICES, LLC

CITY OF WESTLAKE, FL

By: _____
Name: Nate Counsell
Title: Executive Vice President
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Address: 2601 Maitland Center Parkway
Maitland, FL 32751-4110

Address: 4001 Seminole Pratt Whitney Road
Westlake, FL 33470

Please return executed copy of these terms and conditions to the attention of:
Lydia Pena
LPena@thompsoncs.net – Email
(407) 792-0018 – Phone



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EXHIBIT A