

VILLAGE OF TEQUESTA
DIRECTOR OF COMMUNITY DEVELOPMENT CONSULTANT AGREEMENT

This Agreement, entered into this ____ day of November, 2017, effective retroactively to October 1, 2017, by and between NZ Consultants, Inc., a Florida corporation, with offices located at 1851 West Indiantown Road, Suite 100, Jupiter, Florida 33458, hereinafter referred to as the “Consultant”, and the Village of Tequesta, a municipal corporation, with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, hereinafter referred to as the “Village”.

W I T N E S S E T H

The Village and the Consultant, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. **Scope of Services:**

a. The Village and the Consultant both hereby agree that the Consultant will provide professional planning services through its Principal and its Planning and Zoning Tech. The Consultant’s Principal shall serve in the capacity of Community Development Director for the Village, and shall be responsible for all matters under the jurisdiction of the Community Development Department, including attendance at all regular Planning and Zoning Board and Local Planning Agency meetings, as well as Village Council meetings and Workshop meetings as directed by the Village Manager.

b. Consultant will perform all services for the Village in accordance with all applicable federal, state and local laws, rules and regulations.

c. The Consultant’s Principal is expected to work 16 hours per week in the Village’s Community Development Department.

d. The Consultant’s Planning and Zoning Tech is expected to work 40 hours per week in the Village’s Community Development Department – 8:30 am to 5:00 pm.

e. The Consultant may provide additional services upon mutual agreement with the Village Manager for the provision of such services. The provision of any such additional services, including additional hours of work and additional compensation shall

be pursuant to an addendum to this Agreement, executed by both the Consultant and the Village Manager.

2. **Independent Contractor:** The Consultant will perform all required services on an independent contractor basis and shall be solely responsible for its employees' payroll taxes to include, but not be limited to Federal Income Withholding Tax, workers' compensation, FICA, and Federal and State Unemployment taxes. The Consultant is responsible for proper certification and licensure of all officers and employees and for the provision of benefits, insurance, etc. for its officers and employees.

3. **Compensation:** The fee for services provided pursuant to this Agreement shall be at the rate of Ninety Dollars (\$90.00) per hour for the Consultant's Principal, for an amount not to exceed \$74,880.00 for fiscal year 2017/2018 (concluding September 30, 2018); and Thirty Five Dollars (\$35.00) per hour for the Consultant's Planning & Zoning Tech, for an amount not to exceed \$72,800.00 for fiscal year 2017/2018 (concluding September 30, 2018). The total amount of compensation to be paid to Consultant pursuant to this Agreement shall be an amount not to exceed \$147,680.00 for fiscal year 2017/2018 (concluding September 30, 2018). This rate may be re-negotiated by the parties in conjunction with any renewal of this Agreement.

4. **Payment:** The Consultant shall submit a monthly billing invoice to the Village identifying and itemizing in detail the task(s) completed by the Consultant and/or her employees, and the amount due and payable to the Consultant. The Village shall pay the Consultant pursuant to the invoice normally within thirty (30) days of receipt.

5. **Provision of Office Space and Supplies:** The Village agrees to provide the necessary administrative materials for the Contractor, including computer access, office space, filing cabinets and business cards.

6. **Insurance:** The Contractor shall carry general and professional liability insurance in amounts satisfactory to the Village.

7. **Term/Renewal:** This Agreement shall be for a term of one year, and shall renew

automatically each year for additional one year terms, unless either party gives notice to terminate pursuant to paragraph 8 below.

8. **Termination:** Either party may terminate this Agreement upon thirty (30) days written notice.

9. **Notice:** Notice as required in this Agreement shall be sufficient when sent by certified mail to the following addresses, or by hand delivered to the attention of the parties:

VILLAGE	CONSULTANT
Village of Tequesta 345 Tequesta Drive Tequesta, Florida 33469 Attn: Village Manager	NZ Consultants, Inc. 1851 West Indiantown Road, #100 Jupiter, Florida 33458 Attn: Nilsa Zacarias, AICP, Principal

10. **Public Entities Crimes:** As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, and subcontractors 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 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

11. **Audit:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

12. **Public Records:** In accordance with Sec. 119.0701, *Florida Statutes*, the Consultant must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein. Upon request from the Village's custodian of public records, the Consultant must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Should the Consultant fail to provide the public records to the Village, or fail to make them available for inspection or copying, within a reasonable time, the Consultant may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the Consultant shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Consultant does not transfer the records to the Village. Finally, upon completion of the Agreement, the Consultant shall transfer, at no cost to the Village, all public records in possession of the Consultant, or keep and maintain public records required by the Village. If the Consultant transfers all public records to the Village upon completion of the 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 the Agreement, the Consultant shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

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, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0443, OR AT lmckilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

13. **Entire Agreement:** This five (5) page document constitutes the entire understanding and agreement between the parties; no modification shall be made to this document unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this document. This Agreement supersedes and replaces all previous agreements between the Consultant and the Village. Both the Consultant and the Village hereby agree that all such previous agreements shall be deemed terminated upon the effective date of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

WITNESSES:

NZ CONSULTANTS, INC.

By: Nilsa Zacarias, AICP, Principal

Date: _____

(Corporate Seal)

VILLAGE OF TEQUESTA

By: James Weinand, Acting Village Manager

Date: _____

(Town Seal)

ATTEST:

Lori McWilliams, MMC,
Village Clerk