



PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT ("Agreement") is made by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **AMARACH PLANNING SERVICES, LLC**, a Florida foreign-registered Delaware limited liability company (EIN# 87-3503693), located at 155 NE 52nd Avenue, Ocala, FL 34470 ("Consultant").

RECITALS:

WHEREAS, the City is in need of certain professional planning, development, and grant management consulting services; and

WHEREAS, Consultant, having performed similar services during his tenure as the former Chief Planning Official for the City's Growth Management Department, has been found by the City to be uniquely familiar with the City's ongoing planning projects, developments, SunTran transit system, grant, codes, and ordinances; and

WHEREAS, City now desires to engage Consultant to provide certain consulting services on an as-needed basis pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant has agreed to provide City with certain consulting services on an as-needed basis pursuant to the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Consultant agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein for reference.
2. **SCOPE OF PROFESSIONAL SERVICES.** Consultant shall provide City with various professional consulting services as the City may require, from time to time, including but not limited to professional planning, development, and grant management consulting services and such other related services as set forth in **Exhibit A - Scope of Professional Services**, attached hereto and incorporated herein by reference.
 - A. Consultant shall perform any and all services in a timely, efficient, and cost-effective manner in accordance with the generally accepted standards of professional consultants.



- B. The Scope of Professional Services under this Agreement may only be adjusted by written amendment executed by the parties. City personnel, other than the City Project Manager identified herein and the Growth Management Director, are without authorization to modify the scope of work, to order additional work, or to waive or modify the terms and conditions of this Agreement.
- C. Failure of Consultant to secure written authorization for additional or modified work shall constitute a waiver of any and all right to adjustment in Compensation or Term due to such unauthorized work and Consultant shall be entitled to no compensation whatsoever for the performance of such work.

3. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between the City and Consultant shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each Exhibit is incorporated herein by reference for all purposes.

Exhibit A: Scope of Professional Services (A-1 through A-3)

If there is a conflict between the terms of this Agreement and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Exhibits.

4. **COMPENSATION.** The highest total compensation payable to Consultant over the entire term of this Agreement for the timely and satisfactory performance of services in compliance with the Contract Documents, including expenses, shall be **TWENTY-TWO THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$22,500)** (the "Maximum Limiting Amount"). The allowability of compensation sought under this Agreement is expressly made subject to the terms and conditions of this Agreement, and any pertinent Federal and State laws.

- A. **Pricing.** Consultant shall be compensated in accordance with the pricing schedule below:

Professional Services-Division Allocation	Hourly Rate	Task Hours	Total
SunTran Division	\$62.50	260	\$16,250
Growth Mgmt. (GovSense and Planning)	\$62.50	100	\$6,250
Grand Total		360	\$22,500

- B. **Invoice Submission.** Consultant shall submit invoices no more often than once per calendar month to City for all professional services rendered during the preceding



month. All invoices submitted by Consultant shall include the City Contract Number, an Invoice Date, and an itemization depicting the number of hours worked and narrative description of the work performed. Consultant shall submit the original invoice to City through the responsible City Project Manager at: **City of Ocala, Growth Management Department, Attn: Holly Lang, Fiscal Manager, 201 SE 3rd St, 2nd Floor, Ocala, Florida 34471**, E-Mail: hlang@ocalafl.org.

- C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
 - D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Consultant; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Consultant within **THIRTY (30)** calendar days of the Consultant's remedy or resolution of the inadequacy or defect.
 - E. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is provided for by the Agreement, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **MARCH 28, 2022** and continue in effect for a term of **ONE (1)** year, through and including **MARCH 27, 2023**.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure

is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Consultant performance shall be extended for a number of days equal to the duration of the force majeure. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and products provided by Consultant under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager identified herein. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of work performed, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
 - A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Consultant to carry

out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Consultant written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Consultant by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Consultant fails to timely and properly perform any of the services set forth in the specifications of the Agreement; or
- (2) Consultant fails to make progress in the performance of the Agreement and/or gives City reason to believe that Consultant cannot or will not perform to the requirements of the Agreement.

B. **Consultant's Opportunity to Cure Default.** City may, in its sole discretion, provide Consultant with an opportunity to cure the violations set forth in City's notice of default to Consultant. Consultant shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Consultant to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Consultant Default.** In the event that Consultant fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another Consultant to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Consultant all damages, costs, and attorney's fees arising from Consultant's default prior to termination; and
- (4) City shall be entitled to recovery from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant or (ii) any other remedy as provided by law.

- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Consultant without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Consultant shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Consultant shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Consultant as permitted under this Agreement and approved by City
9. **PERFORMANCE EVALUATION.** At the end of the contract, the City will evaluate the Consultant's performance. This evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any organization who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
11. **CONSULTANT REPRESENTATIONS.** Consultant expressly represents that:
- A. Consultant has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Consultant under this Agreement.
 - B. Consultant has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Consultant in the Contract Documents, and that the City's written resolution of same is acceptable to Consultant.
 - C. Consultant represents and warrants that it possesses the requisite training, knowledge, skills, experience and expertise to provide the professional services required herein and shall provide the professional services in accordance with the

standards of care, skill and diligence consistent with recognized and prudent industry practices.

- D. Consultant is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- E. **Public Entity Crimes.** Consultant understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Consultant further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **CONSULTANT RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Consultant:

- A. Consultant shall perform the services outlined in this Agreement in a professional, workmanlike manner, consistent with industry standards.
- B. Consultant shall be solely responsible for the means, methods, techniques, sequences, or procedures of work and any safety precautions or programs incident thereto.
- C. Consultant shall be responsible to see that the finished work complies accurately with the Agreement and the intent thereof.
- D. Consultant shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
- E. Consultant shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Consultant and City may otherwise agree in writing.

13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Consultant or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the City:
- A. City agrees to provide Consultant with access to its personnel, facilities, and equipment as may be reasonably necessary for Consultant to provide services under this Agreement, subject to any reasonable security protocols or other written policies of City.
 - B. City agrees to use all reasonable efforts to cooperate with and assist Consultant as may be reasonably required in order for Consultant to meet any deadlines or milestones with regard to the services to be performed by Consultant under this Agreement
15. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Consultant or any other persons or organizations having a direct contract with Consultant, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Consultant or any other persons or organizations having a direct contract with Consultant, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Consultant, subcontractor, or of any of their agents or employees.
16. **DELAYS AND DAMAGES.** The Consultant agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Consultant also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
17. **INDEPENDENT CONTRACTOR STATUS.** Consultant acknowledges and agrees that under this Agreement, Consultant and any agent or employee of Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this

Agreement. Neither Consultant nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Consultant nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Consultant in its performance of its obligations under this Agreement.

18. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
19. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency 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 the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, 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 contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public

agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

20. **AUDIT.** Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
21. **PUBLICITY.** Consultant shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
22. **E-VERIFY.** In accordance with Executive Order 11-116, Consultant shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Consultant shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
23. **CONFLICT OF INTEREST.** Consultant is required to disclose the name of any officer, director, or agent who may be employed by the City. Consultant shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Consultant's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
24. **NO WAIVER OF OBLIGATIONS.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any

right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

25. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
26. **INDEMNITY.** Consultant shall indemnify, hold harmless, and defend City and its elected officials, employees and volunteers against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for: (a) personal injury or property damage caused by the negligence or willful misconduct of Consultant, its agents and assigns; (b) Consultant's violation of any state, federal, or local law applicable to its performance under this Agreement; or (c) Consultant's violation of any confidentiality obligations under this Agreement.
27. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
28. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Consultant:

David Boston
Amarach Planning Services, LLC
155 NE 52nd Ave
Ocala, Florida 34470
E-Mail: dboston@amarachps.com



If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: rbatsel@lawyersocala.com

29. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
30. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

31. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
32. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
33. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
34. **MUTUALITY OF NEGOTIATION.** Consultant and City acknowledge that this Agreement is a result of negotiations between Consultant and City, and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.
35. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
36. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement,

nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

37. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
38. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
39. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
40. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
41. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE TO FOLLOW]



CONTRACT# GRM/220233

IN WITNESS WHEREOF, the parties have executed this Agreement on 03 / 26 / 2022.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Peter A. Lee

Angel B. Jacobs
City Clerk

Peter Lee
Assistant City Manager

Approved as to form and legality:

AMARACH PLANNING SERVICES, LLC

Robert W. Batsel, Jr.

David Boston

Robert W. Batsel, Jr.
City Attorney

David Boston
Member

EXHIBIT A – SCOPE OF PROFESSIONAL SERVICES

Consultant shall, in a satisfactory and proper manner as determined by the City, perform tasks necessary to complete the work as outlined below.

Professional Consulting Services:

From time to time and in its sole and absolute discretion, City shall authorize the Consultant to provide professional consulting services related for the City's Growth Management Department. When so authorized by the City Project Manager and/or Growth Management Director, Consultant shall provide to City the following types of services:

1. Planning support for the Transit Development Plan (TDP) update for the City's SunTran transit system:
 - A. Provide quality control reviews and suggest edits to deliverables from the consultant working on the TDP update.
 - B. Answer questions and provide guidance related to federal or state funding and regulations affecting the SunTran system.
 - C. Participate in meetings at the request of City staff.
2. Preparation of SunTran grant applications:
 - A. Assist City staff in preparing new federal or state grant applications for capital or operating assistance.
 - B. Assist City staff in responding to comments or providing information in TrAMS or NTD to the Federal Transit Administration (FTA).
 - C. Assist City staff in responding to FDOT comments on state grants.
3. Management of SunTran grants and projects:
 - A. Assist City staff in monitoring grants through required reporting to the FTA or FDOT.
 - B. Assist City staff in preparing for triennial reviews or other audits.
 - C. Assist City staff manage specific SunTran projects, such as the bus shelter expansion project or the kiosk construction project.
4. Growth Management Department transition to the GovSense platform:
 - A. Assist City staff in creating new functionality in GovSense to meet the needs of Planning staff.

- B. Respond to questions from the City's IT Department regarding Planning needs and functionality of the Project module
5. Throughout the term of this Agreement, Consultant shall provide general guidance and support to the Growth Management Director and City Project Manager on issues related to planning, development GIS, transit, ordinances, codes, and resolutions for the City of Ocala, as needed.
 6. Throughout the term of this Agreement, Consultant shall provide specialized project, planning services, or development support services, as needed.
 7. Throughout the term of this Agreement, Consultant may attend meetings with City management and staff, as needed.
 8. Consultant acknowledges and agrees that City does not guarantee, warrant, or represent that any number and/or any particular type of services will be assigned to Consultant under the terms of this Agreement.
 9. Consultant acknowledges and agrees that the purpose of this Agreement is not to authorize specific consulting services and/or advice but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any formal request for specific services that may be requested by City.

Requests for Professional Services:

1. **Routine Professional Consulting Services:** City shall communicate its requests for routine professional consulting services to Consultant via e-mail to David Boston at dboston@amarachps.com and identify the type of consulting service required. Consultant shall acknowledge receipt of the request via e-mail.
2. **Specified Project, Planning Services, or Development Support Services:** City shall communicate its requests for specified project, planning services, or development support services to Consultant via e-mail to David Boston at dboston@amarachps.com. City will identify the type of services required and specify that these are not routine professional consulting services. Consultant will provide a response to City via e-mail acknowledging

receipt of the request and providing a proposal which: (a) outlines the work to be performed; (b) provides the estimated number of hours needed by the Consultant to complete the work as outlined in the proposal; (c) identifies and itemizes costs for additional resources required by the Consultant to complete the work as outlined; and (d) provides a maximum guaranteed price for the work outlined.

TITLE	Professional Consulting Services Agreement - D Boston
FILE NAME	Professional Cons...nt - D Boston.pdf
DOCUMENT ID	0d27bd56c40aa02d09fa2a291ab4e81105214e25
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

03 / 25 / 2022
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