

CLIENT CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is entered into as of January 3, 2017 by and between the City of Ocoee ("Client"), a municipal corporation existing under the laws of the State of Florida, with its principal place of business at 150 N. Lakeshore Drive, Ocoee, Florida 34761 and Central Florida Strategies, Inc. ("Consultant"), a Florida corporation, with its principal place of business at 121 S. Orange Avenue, Suite 1500, Orlando, FL 32801.

In consideration of the mutual promises and covenants set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

ARTICLE I – AGREEMENT AND DUTIES

Consulting. During the term of this Agreement, on the terms and conditions hereafter set forth, Client retains Consultant to provide certain defined services and Consultant agrees to provide such services.

Scope of Work. On January 3, 2017, the Ocoee City Commission approved item #2, authorizing the City Manager to hire Consultant to provide services in the areas of economic development and legislative affairs. Consultant's services ("Services") shall be rendered in accordance with professional standards and shall be those assigned by the City Manager with duties including but not limited to:

1. Promotion of the City to local agencies.
2. Participation in conference and with organizations including:
 - a. National Association of Industrial Office Parks,
 - b. Greater Orlando Builder's Association,
 - c. International Council of Shopping Centers, and
 - d. Urban Land Institute.
3. Project Development to include expanding the City's tax base through annexation.
4. Advocating for City projects at a local and state level.
5. Using resources to advance the City's status economically including:
 - a. Funding for projects,
 - b. Attraction of high end development, and
 - c. Expertise in putting resources together for moving the City forward.
6. Meeting weekly and providing updates and recommendations to the City Manager and/or the Assistant City Manager.
7. Assisting the City with state and local legislative matters.
8. Applying expertise citywide including but not limited to the areas of:
 - a. West Oaks Mall,
 - b. The 429 Corridor,
 - c. Downtown Ocoee,
 - d. Areas within the City's Community Redevelopment Areas, and

- e. Coordinating and assisting in the acquisition of real estate properties.

ARTICLE II – COMPENSATION AND PAYMENT TERMS

A monthly fee of \$5,000 shall be paid in monthly installments on the first day of each month.

Unless prior approval of the City Manager is obtained, the Scope of Work and responsibilities of Consultant does not include the following items:

1. Travel expenses.
2. Admission or sponsorship fees for conferences, events and organizations.
3. Professional, brokerage, and marketing services necessary for negotiation or implementation of actions recommended by the Consultant.

Any expenses to be incurred by Consultant shall first be approved in writing by the City Manager and shall be reimbursed to Consultant following submittal of an expense reimbursement form acceptable to the City and in accordance with the Florida Prompt Payment Act.

ARTICLE III – TERM AND TERMINATION

Term. The term of this Agreement is approximately twelve (12) months, beginning on January 3, 2017 through December 31, 2017.

Renewals: This Agreement may be renewed under the same terms for up to two (2) automatic twelve (12) month renewals beginning on January 1, 2018.

Termination: Termination of this Agreement may be with or without cause and may be done by either party with a 30 day written Notice of Termination.

ARTICLE IV – PUBLIC RECORDS

Public Records. Each party acknowledges that the City is bound by Florida's public records law. Consultant agrees to comply with public records law in accordance with chapter 119, FS, and more specifically as follows:

1. Keep and maintain public records required by the City to perform the service described in this Agreement.
2. Upon request from the City's custodian of public records, provide the City 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, FS, or as otherwise provided by law.
3. 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.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK MELANIE SIBBITT, at (407)-905-3100, extension 1026, msibbitt@ocoee.org, mailing address: 150 N. Lakeshore Drive, Ocoee, Florida 34761.

ARTICLE V – MISCELLANEOUS

Status. The Consultant shall be deemed an independent contractor for purposes of this Agreement and in connection therewith. Neither party shall have the authority to bind the other nor shall represent to third parties that it does have such authority.

Compliance with Law. Both parties shall comply with all federal, state and local laws, regulation, rules, ordinances and orders of any kind, which are applicable to performance hereunder.

Conflicts. During the term of this Agreement, Consultant may continue to represent other organizations including private companies, other municipalities and government agencies. Should any matter come before the City Commission, a City board, or City staff in which Consultant represents another party, Consultant shall notify the City and shall not participate in negotiations for either party except as requested to do so by the City.

Severability. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Force Majeure. If the performance of this Agreement or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire,

flood, earthquake, explosion or other casualty or accident; strikes or labor disputes, inability to procure parts, supplies or power; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected shall, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

Notices. Any notice or communication from one party to the other shall be in writing and shall be effective, when personally delivered to the party for whom intended or the day following deposit when sent by overnight courier or three (3) days following deposit of the same into the United States mail (certified mail, postage prepaid and return receipt requested) addressed, to such other party at the address specified below or such other address as either party may from time to time designate in writing to the other party. All notices and other correspondence directed to Consultant shall be addressed to:

Central Florida Strategies, Inc.
121 S. Orange Avenue, Suite 1500
Orlando, Florida 32801
adlp@cflstrategies.com

All notices and other correspondence directed to Client shall be addressed to:

City of Ocoee City Manager
150 N. Lakeshore Drive
Ocoee, Florida 34761
rfrank@cooee.org

Legal Action and Entire Agreement. This Agreement shall be enforced and interpreted in accordance with the laws of the State of Florida. Any action or proceeding brought by either party against the other arising out of or related to the Agreement shall be brought only in a state or federal court of competent jurisdiction located in Orange County, in the state of Florida and the parties hereby consent to the personal jurisdiction of said courts. This Agreement constitutes the entire agreement between Consultant and Client with respect to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Neither this Agreement nor any amendment to this Agreement shall be valid unless in writing signed and duly authorized by an executive officer of Client and by Consultant.

Survivability. The provisions of Article IV (relating to Public Records) and Article V (regarding legal action) shall survive the expiration or termination of this Agreement, except as expressly stated therein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

CLIENT: City of Ocoee

see attached

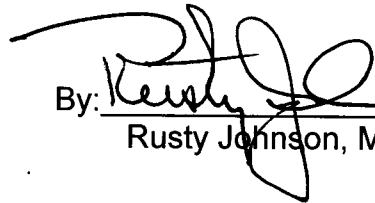
By: Robert Frank, City Manager

CONSULTANT: Central Florida Strategies, Inc.


see attached

By: Angel de la Portilla, President & CEO

CITY OF OCOEE

By: 
Rusty Johnson, Mayor

ATTEST:

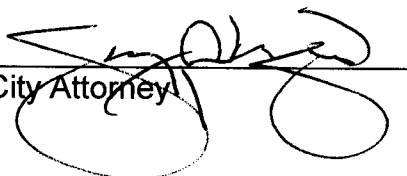

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION IN A MEETING HELD ON
JANUARY 3, 2017
UNDER AGENDA ITEM NO. 2.

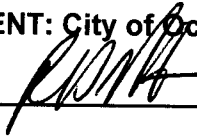
FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 31st day of
JANUARY, 2017.

SHUFFIELD, LOWMAN & WILSON, P.A.

By: 
City Attorney

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CONSULTANT: Central Florida Strategies, Inc.

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