

**AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE AND
MOUSA CONSULTING GROUP, INC. FOR
GENERAL CONSULTING SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into in duplicate this 30 day of August, 2019, and is made effective as of September 1, 2019 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "City"), and MOUSA CONSULTING GROUP, INC., a Florida corporation, with offices at 8620 Hunters Creek Drive South, Jacksonville, Florida 32256 (the "Consultant"), for general consulting services to the Mayor and City.

WITNESSETH:

WHEREAS, Consultant is uniquely qualified to efficiently and effectively provide general consulting services to the City, as Consultant has served under five (5) mayoral administrations during a twenty-one (21) year public service career with the City, with former roles including serving as a City Engineer, Public Works Director, Deputy Chief Administrative Officer, and a 4-year tenure as Chief Administrative Officer; and

WHEREAS, City has made a sole source administrative award (P-48-19SS#4) to Consultant for a position as a Consultant to the City; and

WHEREAS, City and Consultant have negotiated mutually satisfactory terms for the consulting services as set forth in this Agreement; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, City hereby engages Consultant in accordance with the following:

ARTICLE 1: Engagement of Consultant:

1.01. City hereby engages Consultant and Consultant hereby accepts said engagement for the purpose of providing to City the services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference (the "Services").

1.02. If any services, functions, or responsibilities not specifically described in the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services.

ARTICLE 2: Coordination and Services Provided by City:

City shall designate, for the Services received, a Coordinator who will, on behalf of the City, coordinate with Consultant and administer this Agreement according to the terms and

conditions contained herein. The City shall also provide such support functions, as may be reasonably necessary for Consultant to deliver the Services. It shall be the responsibility of Consultant to coordinate all project related activities with the designated Coordinator. The City's Coordinator shall be Brian E. Hughes, Chief Administrative Officer.

ARTICLE 3: Duration of Agreement, Termination and Default:

3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until August 31, 2020, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days prior written notice to the other party to this Agreement. This Agreement may be renewed (and as to the City, according to the requirements set forth by the Procurement Division) upon terms and conditions mutually agreeable to both parties and for an aggregate contract period **not to exceed four (4) years** from the Effective Date.

3.02. Should either party default in its obligations under this Agreement, the non-defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement as provided in Section 2.01 hereof.

3.03. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, City may terminate this Agreement at any time in the event of loss of funding for any reason by providing Consultant twenty-four (24) hours oral notice with written confirmation following. In the event this Agreement is terminated, Consultant shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and the fees associated with an orderly close-out of the work to the extent authorized in writing by City.

3.04. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or equity.

ARTICLE 4. Delays:

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

ARTICLE 5: Suspension of Services:

The City may suspend the performance of the Services rendered by providing five (5) days written notice of such suspension. Schedules for performance of the Services shall be

amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Consultant shall resume the full performance of the Services when directed in writing to do so by the City's Coordinator. Suspension of Services for reasons other than the Consultant's negligence or failure to perform, shall not affect the Consultant's compensation as outlined in this Agreement.

ARTICLE 6: Payments for Services of Consultant:

6.01. City will compensate Consultant for the Services rendered hereunder in accordance with the following terms:

6.01.01. The Consultant's professional fees under the terms of the Agreement shall be paid at a rate of **Ten Thousand and No/100 Dollars (\$10,000.00) per month** for the term of this Agreement. The Consultant's professional fees shall be billed monthly, for Services provided the previous month, using invoices and such other documentation, satisfactory to the City to allow and authorize payment. Payments shall be made within thirty (30) days after receipt, of said invoices or other documentation, by the City. To the extent that professional fees include reimbursement for travel or travel related expenses (outside Duval County as may be requested and approved by the City), such travel and travel related expenses shall be subject to and governed by the provisions and **limitations of Chapter 106, Part 7, Ordinance Code of the City. The Consultant shall send invoices to Brian Hughes, Chief Administrative Officer, 117 West Duval Street, Suite 480, Jacksonville, Florida 32202, or such other address as provided by the City via a subsequent notice to Consultant.**

6.01.02. The **maximum indebtedness** of City for all fees, reimbursable items, or other costs, excluding travel outside Duval County, for Services provided by Consultant pursuant to this Agreement shall not exceed the sum of **ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00) for the initial term** of this Agreement.

6.02. The City's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for this Agreement.

ARTICLE 7: Indemnity:

Nothing in this Agreement shall be deemed a waiver of the City's sovereign immunity pursuant to section 768.28, Florida Statutes.

ARTICLE 8: Relationship of Parties:

8.01. The parties intend and stipulate that the relationship between them as created by this Agreement is that of principal/independent contractor. Consultant shall not be deemed and shall not hold himself out to be the City's employee, agent, or servant, nor shall Consultant and City be deemed to be engaged in any partnership, joint venture, or other business relationship other than that of principal/independent contractor.

8.01.01. City shall not withhold from Consultant's compensation any amount for federal income taxes, FICA, or any other legal deductions, all which Consultant agrees are its sole responsibility. City shall not make premium payments or contributions for any workers' compensation or unemployment compensation benefits for Consultant, payment of which shall be Consultant's responsibility.

8.01.02. Consultant shall not be eligible to participate in or receive group health or life insurance, or any other benefits as provided to City employees, and shall not be governed by any of City's employment policies or procedures, other than those relating to travel reimbursement. Consultant shall have no claim against City for sick leave, retirement benefits, health benefits social security, workers' compensation, disability or unemployment compensation benefits.

ARTICLE 9: Accuracy of Work:

9.01. In providing the Services under this Agreement, the Consultant shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services; provided, however, that it is acknowledged that Consultant's services are based on good faith judgments and recommendations, that such recommendations will not bind the City in any manner, and all recommendations and decisions by the City are based solely on the City's final determinations. The City agrees to hold Consultant harmless for his performance of said Services to the fullest extent allowed by law.

9.02. At any time during the provision of Services under this Agreement, or during any phase of work performed by others based on data furnished by the Consultant under this Agreement, the Consultant shall confer with the City for the purpose of interpreting the information furnished by the Consultant.

ARTICLE 10: Nonwaiver:

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, City's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 11: Ownership of Documents and Equipment

The Consultant agrees that upon completion of the services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, negatives, reports, findings, recommendations, software, source codes, data and memoranda of every description, arising out of or relating to the services rendered by the Consultant under this Agreement, are to become the property of the City as well as all reference books, equipment, expendable equipment and

materials purchased with project funds. The use of these materials in any manner by the City shall not support any claim by the Consultant for additional compensation. The Consultant shall have no liability to the City for damages claims and losses, including defense costs, arising out of any use of the aforementioned documents for any purpose other than as set forth in this Agreement without the written authorization of the Consultant.

ARTICLE 12: Compliance with State and Other Laws/Licenses and Certifications:

In the provision of the Services, Consultant must comply with any and all applicable Federal, State, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law). Such laws, rules, regulations and ordinances must also include, but are not limited to obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement, in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a Subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

ARTICLE 13: Non-Discrimination Provisions:

In conformity with the requirements of Section 126.404, Ordinance Code: The Consultant represents that he maintains a policy of non-discrimination on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations (if any), throughout the term of this Agreement. To the extent Consultant maintains any records concerning the same, he shall make such records available to the City upon its request.

ARTICLE 14: Equal Employment Opportunity:

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Sections 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if applicable and to the extent applicable.

ARTICLE 15: Contingent Fees Prohibited:

In conformity with Section 126.306, Ordinance Code: The Consultant warrants that it has not employed or retained any City or person to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, City, corporation, individual for firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16: Truth in Negotiation:

In conformity with Section 126.305, Ordinance Code: The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, Ordinance Code, for professional services contracts over fifty thousand dollars. Pursuant to such certificate, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting.

ARTICLE 17: Retention of Records/Audit:

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services and shall make such materials available at all reasonable times, during the period of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection and/or audit by the City (or alternatively, Consultant may turn over all records to the City upon completion of the Agreement).

ARTICLE 18: Governing State Law/Venue/Severability:

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts, of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 19: Article Headings:

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 20: Construction:

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Preferentum" shall not be applied to the interpretation of this Agreement.

ARTICLE 21: Successors and Assigns/Personal Liability:

This Agreement is non-assignable by either party.

ARTICLE 22: Notice:

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville
Mayor's Office
117 W. Duval St., Suite 400
Jacksonville, Florida 32202
Attn: Brian E. Hughes, Chief Administrative Officer

As to the Consultant:

Mousa Consulting Group, Inc.
8620 Hunters Creek Drive South
Jacksonville, Florida 32256
Attn: Sam E. Mousa

ARTICLE 23: Consultant Defined:

As used herein, the term "Consultant" shall mean Sam E. Mousa, d/b/a Mousa Consulting Group, Inc., and no other person or entity. The Consultant's FEIN is: 84-1738529.

ARTICLE 24: Ethics in Professional Service Agreements:

Consultant represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

ARTICLE 25: Conflict of Interest:

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.


ARTICLE 26: Public Entity Crimes Notice:

Consultant represents to City that he is aware of and compliant with the Public Entity Crimes Notice requirements.

ARTICLE 27: Entire Agreement/Amendments:


This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Consultant hereunder. No statement, representation,

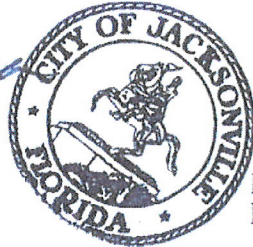
In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.


Director of Finance and Administration


10685 

Form Approved:


Office of General Counsel



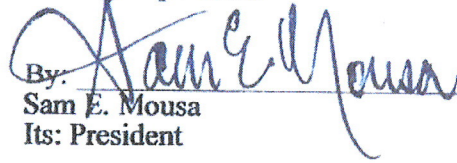
WITNESS:

By 
Signature

Sandra L. Mousa
Type/Print Name

Secretary/Treasurer

MOUSA CONSULTING GROUP, INC., a Florida corporation

By: 
Sam E. Mousa
Its: President

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ATTEST:

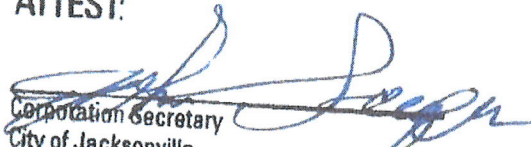

Corporation Secretary
City of Jacksonville



Exhibit A

Scope of Services

Provide general consulting services to the Mayor of the City of Jacksonville as may be requested from time-to-time; said services to include, but not necessarily limited to:

- Consulting on development of policy and necessary legislation;
- Executive overview of special projects or initiatives as may be directed by the Mayor;
- Review and advise on existing policies, procedures, specifications, general and special contractual conditions and other terms and conditions to maximize efficiency and effectiveness, while seeking to minimize costs;
- Provide support to departmental directors and others on program or policy implementation;
- Creating and implementing special programs relative to improving general service availabilities; and
- Other directives as may be issued by the Mayor requiring assistance or consultation.