AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and **JMORTON PLANNING & LANDSCAPE ARCHITECTURE, INC.** a Florida corporation (hereafter referred to as "Contractor"), whose address is 3910 RCA Blvd, Suite 1015, Palm Beach Gardens, FL 33410.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Proposals No. 2017-075, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2017-075 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Request for Proposals, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Request for Proposal.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the City:

City of Delray Beach
100 NW 1st Street
Delray Beach, Florida 33444
Attn: City Manager
Email: Lauzier@mydelraybeach.com

ii. with a copy to: City of Delray Beach
200 NW 1st Street
Delray Beach, Florida 33444
Attn: City Attorney
Email: LohmanM@mydelraybeach.com

iii. As to the Contractor: JMorton Planning & Landscape Architecture, Inc.
3910 RCA Blvd., Suite 1015
Palm Beach Gardens, FL 33410
Attn.: Jennifer L. Morton, President

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for five (5) years, with two (2) one year renewal options as of the effective date of this Agreement, and shall expire on _____, _____.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Mark Lauzier, City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

CONTRACTOR

[SEAL]

By: Jennifer L. Morton
Jennifer L. Morton
Printed Name
President
Title

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st day of March, 2018, by Jennifer L. Morton, as President (name of officer or agent, title of officer or agent), of JMorton Planning + Landscape Arch (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification

Jane B. Torff
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG105454
Expires 5/16/2021

Jane B. Torff
Notary Public – State of Florida
Jane B. Torff

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st day of March, 2018, by Jennifer L. Morton, President (name of officer or agent, title of officer or agent), of J Morton Planning + Landscape Architecture (state or place of incorporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) and has used his/her _____ (type of identification) as identification.

Jane B. Torff
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG105454
Expires 5/16/2021

Jane B. Torff
Signature of Person Taking Acknowledgment

Jane B. Torff
Name of Acknowledger Typed, Printed or Stamped

PRICING SCHEDULE

RFP 2017-075 – Agreement for General Planning Services
Hourly Rates – Standard

Position/Staff		Standard Rate
Administrative	Administrative Assistant	$75
Principals/Directors	Directors Principals Principal Planner	$185
Senior Professionals	Sr. Architect Sr. CAD Tech Sr. Engineer Sr. Landscape Arch Sr. Planner LA Designer III Controller	$150
Professionals	Engineer Designer/Int. Arch Landscape Arch Project Manager Interior Designer Inspector	$125
Associate Professionals	Drafter GIS Urban Design Assistant	$100
Misc. Services	Estimator Spec. Writer Field Inspector	$85