

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT, made this ____ day of _____, 2022 by and between **WILLIS HOWARD** (hereinafter “Consultant”) and **THE CITY OF NORTH MIAMI BEACH** (hereinafter “City”):

WITNESSETH:

WHEREAS, Consultant has been employed by the City as Chief of Staff within the Office of the City Manager; and

WHEREAS, during his tenure, Consultant has been intimately involved in several critical work projects for the City relating to annexation and extension of the Community Redevelopment Agency (“CRA”) and Consultant has extensive knowledge of the aforementioned work projects: and

WHEREAS, the City wishes to retain Consultant’s services on an as needed basis throughout the term of this Consultant Agreement to complete projects relating to annexation and CRA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, Consultant and City agree as follows:

1. Services: Consultant shall assist Office of the City Manager to complete projects relating to annexation and the extension of the CRA agreement with Miami-Dade County.
2. Term: The Agreement is effective April 13, 2022 and shall expire on September 30, 2022. At the conclusion of the term, the Agreement shall automatically terminate unless this Agreement is terminated earlier pursuant to Section 4 herein.
3. Compensation: Consultant shall be paid his remaining gross salary, inclusive of employer’s portion for medical benefits, on a monthly basis during the term of this Agreement. Consultant shall be responsible to pay applicable taxes relating to any payment made under this Agreement.
4. Termination: This Consultant Agreement may be terminated by either party upon fifteen (15) days written notice to the other party.
5. Indemnification: Consultant agrees to indemnify, defend, and hold harmless the City, and its officers, agents, representatives, and employees from any and all loss or damage, and from any and all suits, actions and claims filed or brought by any person or persons, however caused, arising out of Consultant’s negligent performance or failure to perform, any and all things necessary to and required to be done by Consultant, pursuant this Agreement.
6. Entire Understanding: The parties acknowledge that this Consultant Agreement contains the entire understanding of the parties and that it may not be modified without the express written consent of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Consultant Agreement to be signed as of the first date written above.

For the City:

THE CITY OF NORTH MIAMI BEACH, FLORIDA
A municipal corporation of the State of Florida

By: _____
Arthur H. Sorey, III, City Manager

ATTEST:

By: _____
Andrise Bernard, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Hans Ottinot, Interim City Attorney

For the Consultant:

Willis Howard