

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this _____ day of November, 2014, by and between SML, Inc. (Consultant) and the City of Key West (City).

RECITALS:

A. The City is in need of comprehensive Records Management Plan implementation services and requires certain technical support services to include identification of records eligible for destruction, indexing and re-boxing. These services will be provided on-site at the City's Storage Vendor's Storage Facility (CRM) in Tampa, Florida and as described in Consultant's Proposal marked "Schedule One" dated June 20, 2014, attached and incorporated into this Agreement.

B. Consultant possesses all necessary qualifications and expertise to perform the Services.

C. City wishes to engage the services of the Consultant, and Consultant wishes to perform the services for City.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Consultant and City agree as follows:

TERMS:

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of the Agreement.
2. **TERM:** The term of this Agreement shall commence on the date hereof and for a period of three years.
3. **QUALIFICATION:** Consultant represents and warrants to City he possesses all qualifications and expertise required for the performance of the Services and all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.
4. **COMPENSATION:** The amount of compensation payable by City to the Consultant shall be at the rate of \$1,600.00 per day per person which sum includes all expenses, except for those expenses the City has directly contracted with CRM for to include retrieval, refiling, destruction and containers. CRM contracted services will be billed directly to the City by CRM. Consultant will schedule and coordinate service dates

with the City as mutually agreeable. Payment shall be made within thirty (30) days after receipt of each of Consultant's invoices, billed monthly as applicable.

5. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:**

Consultant understands this Agreement is subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Consultant agree to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

6. **NON DISCRIMINATION:** Consultant represents and warrants to the City Consultant does not and will not engage in discriminatory practices and there shall be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin.

7. **ASSIGNMENT:** This Agreement shall not be assigned by Consultant, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, at the City's sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

City of Key West

By: _____

SML, Inc., President and CEO/Consultant



By: _____
Steve M. Lewis