



MERCHANT STRATEGY

LETTER OF AGREEMENT With City of Boynton Beach

This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services. The Merchant Strategy, Inc., (hereinafter referred to as the "firm"), has agreed to provide to The City of Boynton Beach (hereinafter referred to as "client"), the amount of services for said fees, and the manner in which those fees and related expenses will be billed.

SCOPE. For the Lakeside Gardens Neighborhood Drainage Improvements and Water Main Replacement, the scope includes:

- Develop a public involvement plan outlining all activities and proposed schedule.
- Create a stakeholder database of all homeowners, tenants and businesses.
- Create meeting materials, distribute meeting materials, set up, take down and staff twelve (12) public meetings, and provide meeting notes for twelve (12) public meetings.
- Create, prepare and distribute door hangers with project information.
- Email City with project progress and post frequently on Facebook and Twitter.
- Set up and man a hotline for residents to call with any questions.

TERM. The term of this relationship shall be twenty four (24) months, from date of signing. Upon sixty (60) days written notice to the other, either party may terminate this agreement. In the event of termination by CLIENT, any unpaid fees or expenses due the FIRM shall be payable through the effective date of termination.

FEES. The Firm will provide the above referenced professional services for a total fee of \$34,912.50. Fees shall be paid via a flat monthly fee. The monthly fee for the first eighteen (18) months will be \$1,662.50. The monthly fee for the last six (6) months will be \$831.25, reflecting one-half of the regular monthly fee to account for the period of time between the Design Phase and the Construction Phase. No expenses will be incurred without prior approval. All expenses will be paid by Client. Payment for services shall be due upon receipt of invoice. In any matter relating to non-payment of this agreement, all attorney's fees and collection costs are the responsibility of the Client.

CONFIDENTIALITY. The FIRM will treat any and all information, communications, or materials of CLIENT as confidential and will not disclose or divulge same unless otherwise directed or authorized by CLIENT or ordered to do so by a court of competent jurisdiction.

REPORTING. The FIRM will be available to meet or discuss the status of any activities undertaken on behalf of CLIENT.

ETHICAL & LEGAL CONSIDERATIONS. The FIRM agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of CLIENT under this agreement, including applicable lobbyist compensation reporting requirements under Florida law.

Sharon J. Merchant Date
President
The Merchant Strategy, Inc.

Lori LaVerriere Date
City Manager
City of Boynton Beach