



MEMORANDUM

AGENDA ITEM #III.J

DATE: JULY 9, 2012
TO: COUNCIL MEMBERS
FROM: STAFF
SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH NEIL PIERCE OF CITISTATES GROUP

Attached is a draft Agreement for Professional Services between Citistates Group and the Institute for Community Collaboration to contract with Neal Pierce to provide services for the Seven50 Summits in June 2012, January 2013, June 2013 and November 2013 as stipulated in Exhibit A, Scope of Services.

Recommendation

Approval of the attached Agreement for Professional Services.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS A CONSULTING AGREEMENT dated June _____, 2012 by and between CITISTATES GROUP (hereinafter referred to as "CONSULTANT"), and the INSTITUTE FOR COMMUNITY COLLABORATION, (hereinafter referred to as "ICC"), and is made and entered into this ___ day of May, 2012.

ARTICLE I COMPENSATION

1.1 The ICC agrees to employ the CONSULTANT for the dates and times hereinafter referred to, in order to perform the Scope of Services as contained in **Exhibit "A"**, which is attached hereto and incorporated herein by reference. The CONSULTANT's performance of obligations under this Agreement shall be consistent with applicable, professional and ethical requirements imposed upon the ICC, existing Rules, or existing agreements as they may be amended from time to time.

1.2 The ICC agrees to pay and to compensate the CONSULTANT consistent with the terms, conditions and provisions set forth on **Exhibit "A"**, attached hereto and made a specific part hereof.

ARTICLE II TERM AND CANCELLATION

2.1 This Agreement shall commence on the June ____, 2012, and shall terminate upon completion of final deliverable, on or before February 24, 2014. Total compensation as may be earned and payable to the CONSULTANT in accordance with **Exhibit "B"**.

ARTICLE III

GENERAL PROVISIONS

3.1 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

3.2 It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

3.3 This Agreement is executed and is to be performed in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates of each signature.

ATTEST

JAMES MURLEY
EXECUTIVE DIRECTOR
S FL REGIONAL PLANNING COUNCIL

NEAL PIERCE
CITISTATES GROUP

EXHIBIT "A"
SCOPE OF SERVICES

GENERAL DESCRIPTION:

CITISTATES GROUP will provide the South Florida Regional Planning Council with the following work products:

1. Public Speaking Engagement during the Seven50 Opening Summit: Keynote Address
2. An Op Ed (Opposite to the Editorial Page” piece relative to the content, relevance and importance of Seven50 to the Southeast Florida Region after the Opening Summit
3. Three additional Op Ed’s, to be timed close to or in conjunction with the project’s upcoming Summits (January 2013, June 2013 and November 2013), with topic and or focus to be discussed with RPC, Project Director and Consultant Team.

EXHIBIT "B"
METHOD OF COMPENSATION

Compensation for Services

The Consultant shall be paid as follows:

- \$7,000.00 (Seven thousand) for Opening Summit Keynote Address and initial Op Ed, to be paid upon completion of this first task.
- \$2,500 (Two thousand five hundred) for of the three Op Ed's following each of the Seven50 Summits.
- Travel expenses for the Consultant to attend Summits shall be reimbursed at cost.

DRAFT