

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into as of this 1ST day of June, 2023 by and between the Town of Jupiter Inlet Colony ("Town") and Samuel J. Pruitt ("Consultant").

WHEREAS, the Consultant has served as the Chief of Police for Town since March of 2013. Consultant previously held the position of police officer/Captain with the Town's police for department for a period of 6 years; and

WHEREAS, in addition, Consultant served as "Town Administrator" from 2011 to 2019. Consultant is familiar with many of the Town's administrative functions such as budget preparation, the submittal of ad valorem and non-ad valorem tax information to the Palm Beach County Property Appraiser, compliance with state-mandated Truth in Millage (TRIM) procedures, hurricane and emergency management issues and other such matters that will or may need attention prior to September 30 of this year; and

WHEREAS, Town is currently in the process of hiring a new Chief of Police; and

WHEREAS, in order to produce a smooth transition of both police and administrative functions by Town, the Town desires to retain the services of Consultant and Consultant agrees to provide services to the Town in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree:

Section 1. Services. Town engages Consultant to assist in miscellaneous administrative and police department transition services including, but not limited to: police department management issues, assisting with the transition of a new police chief, budget preparation for both the police department and Town, submittal of ad valorem and non-ad valorem tax information to the Palm Beach County Property Appraiser, assisting with compliance with state-mandated budgeting TRIM procedures, hurricane and emergency management preparations and response issues; and such other police and administrative matters as required and requested by Town. Consultant agrees to be reasonably available for telephone calls, "Zoom" meetings and periodic in-person meetings at TOWN Hall to assist with the above-referenced matters.

Section 2. Term. Consultant shall provide such services commencing on June 1, 2023 and terminating on September 30, 2023, unless extended by mutual agreement of the parties evidenced by a written amendment to this Agreement.

Section 3. Compensation. For such services, the Town shall compensate Consultant in the amount of \$9,000.00 per month.

Section 4. Relationship of the Parties. The parties intend that the relationship between them created under this Agreement is that of an independent contractor only. Consultant is not to be considered an employee of Town for any purpose. Consultant shall be responsible for all state, federal, and local taxes, including estimated taxes, and employment reporting for Consultant or any employees or agents of Consultant. Consultant shall be responsible for his own health, dental and other insurances.

Section 5. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties agree that the venue of any lawsuit to be brought to enforce or interpret any part of

this Agreement or the rights or obligations of any party to this Agreement, shall be brought in Palm Beach County, Florida.

Section 6. Attorney Fees. In the event a suit or an action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the trial court, and/or appellate court.

Section 7. Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

Section 8. Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

Section 9 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Section 10. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are no signatories to the original or the same counterpart.

Section 11. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

Section 12. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 13. Waiver of Jury Trial. **EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT SUCH PARTY MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER.**

EXECUTED effective as of the date and year first written above.



Samuel J. Pruitt
Consultant



Daniel J. Comerford III
Mayor, Town of Jupiter Inlet Colony