

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT is made this ____ day of _____, 2026 by and between the City of Sanibel, a Florida municipal corporation, hereinafter referred to as “City” or “Client” and Paul Tritaik d/b/a Tritaik Consulting, hereinafter referred to as “Consultant or “Contractor.”

WHEREAS, the Consultant has previously provided professional Natural Resources and Environmental consulting services for the City; and

WHEREAS, the City desires the Consultant to continue providing professional Natural Resources and Environmental consulting services on a contractual basis; and

WHEREAS, the Consultant is uniquely positioned to assist the City in approaching issues related to Natural Resources and other environmental initiatives; and

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, acknowledged by the City and Consultant to be sufficient and to have been received, the City and Consultant agree that the Consultant is ready, willing, and able to perform any of the following services as authorized by the City:

1. Services.

Natural Resources and Environmental consulting services including, but not limited to:

- a. Coordination of staff, stakeholder, and public review of the Island-Wide Beach Management Plan Update
- b. Grant application preparation and grant management including environmental, habitat maintenance, park facility, and recreation grant funding applications
- c. Preparation and/or updates to Management/Action Plans for City parks and preserves
- d. Preparation and/or updates to Management/Action Plans for native and/or exotic wildlife
- e. Attend Planning Commission and City Council Meetings as requested

2. Time for Performance.

The time for the performance under this Agreement shall begin upon the date of its formal execution by both the Consultant and the City. The one-year term of this Agreement for performance of services listed in Paragraph 1 shall be from the effective date hereof, which shall be the date on which the last of the parties hereto executes this Agreement. The City shall have the right to grant two (2) one-year extensions.

3. Compensation and Method of Payment.

a. Compensation for the performance of any of the services as listed in Paragraph 1 of this Agreement will be invoiced monthly at Seventy-Five Dollars (\$75.00) per hour for actual time spent or a stipulated flat-rate cost approved in writing by the City prior to commencement of specified work.

b. Costs.

1. Routine expenses such as phone calls, facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.

2. Non-routine office overhead expenses such as City-required software, third-party copying, mapping, and photographs must be justified to the City and shall be reimbursed based on documented third-party vendor charges.

c. The Consultant is not authorized to pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

d. The Consultant shall maintain a file, available for inspection by the City, containing documentation of all costs and fees incurred in connection with this Agreement. The file shall be maintained for a period of two years after the cost or fee is incurred by the Consultant, unless otherwise notified in writing by the City specifying the document which may be exempted from being maintained.

e. All payments will be made pursuant to monthly invoices submitted by the Consultant, and will be paid pursuant to the City's prompt payment policy.

4. Project Management.

The Project Manager for the Consultant under this Agreement is Paul Tritaik located at 1807 Serenity Lane, Sanibel, Florida 33957. The Project Manager for the City shall be Natural Resources Department Director Holly Milbrandt.

5. Nondiscrimination.

The Consultant warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, sex, age, or national origin.

6. Confidential Information.

The Consultant and the Client agree that they will hold in confidence any information whatsoever concerning the activities or business of the other, unless such disclosure is (a) mutually agreed upon in writing; (b) reasonably required in connection with the fulfillment of the disclosing Party's obligations hereunder, and then is made only to the minimum extent necessary to carry out such obligations; (c) information which is generally known to the public other than through the disclosure thereof by the disclosing Party; (d) to attorneys, accountants or other professional advisors of the disclosing Party under confidentiality agreements substantially identical to this one; or (e) pursuant to compulsory legal process or Client's governmental laws, procedures or requirements, including obligatory responses to public records requests made pursuant to Florida Sunshine Laws.

7. Ownership of Documents.

All materials, reports, data and other documents developed by Consultant or otherwise generated pursuant to this Agreement shall remain the exclusive property of the City and Consultant shall surrender them to the City upon request or termination of this Agreement. All documents prepared pursuant to this Agreement are subject to Florida's Public Record Law.

8. Public Records.

The City of Sanibel is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a service provider to the City, Consultant (hereinafter "Contractor" in this paragraph) is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service. This shall include all records relating to Contractor's services provided to the City and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

As required by Section 119.0701(2)(a), the following contact information is provided to the Contractor in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
Scotty.Kelly@mysanibel.com**

The Contractor acknowledges that failure to comply with Florida law and this Agreement with respect to public records shall constitute a material breach of this Agreement and grounds for termination.

9. E-Verify.

In compliance with Section 448.095, Florida Statutes, Consultant and any Sub-Consultant must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Consultant shall require each of its Sub-Consultants to provide Consultant with an affidavit stating that the Sub-Consultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the Sub-Consultant's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Consultant, or any Sub-Consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a Sub-Consultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant, and Consultant shall immediately terminate the contract with the Sub-Consultant.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Subcontracts. Consultant or Sub-Consultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the Sub-Consultant to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any Sub-Consultant or lower tier subcontractor with the clauses set forth in this section.

10. Notices.

All notices required or authorized by this Agreement shall be given in writing and shall contain a reference to this Agreement. All such notices shall be deemed effective when they are either served by personal delivery or sent, postage paid, by registered or certified mail to the receiving Party at the following address:

If to the Consultant: Paul Tritaik
Tritaik Consulting
1807 Serenity Lane
Sanibel, FL 33957

If to the Client: Dana A. Souza, City Manager
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

Or such other address as either Party shall hereafter designate in writing to the other pursuant to the notice procedure set forth in this section.

11. Conflict of Interest.

The Consultant represents to the City that it does not presently have any clients or other interests (and that it will not acquire any such clients or interests) which directly or indirectly conflict in any manner with the performance of services required under this Agreement. The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest for any prospective business associations.

12. Waiver.

The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision.

13. Assignment.

Neither this Agreement nor any right or obligation hereunder may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party. No attempt to assign or transfer the Agreement in violation of this provision shall be valid or binding.

14. Relationship of Parties.

The Consultant is an independent contractor. All persons employed by the Consultant in the performance of the Agreement shall perform under the control and direction of the Consultant and shall under no circumstances be considered employees of the Client.

15. Waiver of Solicitation.

The City Council finds that Paul Tritaik d/b/a Tritaik Consulting is uniquely qualified to provide the services set forth in this Agreement and further finds that the services required by this Agreement are required immediately. Therefore, to the extent that they exist, any solicitation or selection requirements that might otherwise be applicable to Consultant's services are hereby waived.

16. Amendment.

Any provision of this agreement may be modified by the mutual consent of the City and Consultant. Should the City request additional services not enumerated in Paragraph 1 of the Agreement, the Consultant shall charge the City for additional time spent at the rate of Seventy-Five Dollars (\$75.00) per hour.

17. Termination.

This Agreement may be terminated without cause by the City upon thirty (30) days' prior written notice.

18. Indemnification.

The Consultant hereby indemnifies and holds harmless the City and its agents and employees, from any claim, loss, liability or demand arising out of or relating to any negligent act, omission or misconduct by the Consultant in the performance of services under this Agreement.

19. Integration and Modification.

This document, including any referenced attachments, contains the entire agreement between the Parties relating to the subject matter hereof. All prior agreements and all prior negotiations are superseded by this Agreement. This Agreement may not be modified except by a written document signed by an authorized person on behalf of each Party.

20. Severability.

Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in force and effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

21. Headings.

The Section Headings herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provisions hereof.

22. Interpretation.

This Agreement has been entered into after review and negotiation of its terms by the Parties hereto, who have both had the opportunity to consult with counsel. The Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor or against either Party. No ambiguity or omission shall be construed or resolved against either Party on grounds that this Agreement or any provision thereof was drafted or proposed by such Party.

23. Choice of Law.

This Agreement, including its drafting, construction, and performance, shall be governed and construed in accordance with the laws of the State of Florida without regard to any choice of law or conflict of law provisions.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date set forth below.

City of Sanibel

Paul Tritaik d/b/a Tritaik Consulting

By: _____
Dana A. Souza
City Manager

By: _____
Paul Tritaik

Date: _____

Date: _____

ATTEST: _____
Scotty Lynn Kelly, City Clerk

Approved as to Form: _____
John D. Agnew, City Attorney

Date