



**ORIGINAL**

**PERSONAL SERVICES CONTRACT**

This agreement made this 5<sup>th</sup> day of December, 2022, by and between CITY OF SMYRNA (Client) and **Dynamix Consulting Group** doing business as a Florida LLC in Lake Alfred, Florida.

**WITNESSETH:**

1. For and in consideration of the payment, agreements, and scope of work herein attached as **Attachment A** to be made and performed, Client and Dynamix Consulting Group hereby agree to commence and complete the consultation, to provide the work described, and comply with the terms of the contract to conduct Community Risk Assessment: Standards of Cover / Smyrna Fire Department (Project).
2. Dynamix Consulting Group will furnish labor, materials, and other services necessary to complete the Project for the Client, and Client shall provide to Dynamix Consulting Group the information, data, and assistance required as specified in the attached scope of work.
3. Fees: The Client shall pay Dynamix Consulting Group a sum not to exceed \$47,500.00 **including expenses**.
4. Client shall pay Dynamix Consulting Group according to the following schedule:
  - A. Payment Schedule addressed in Attachment A
  - B. Payment shall be made within 30 days of receipt of a correct invoice
5. The client will receive **one draft set of documents** and have the opportunity to return **one complete set of proposed edits** which may be incorporated into the final draft; there will be additional cost of \$175 per hour for any additional revisions requested after this time.
6. In the event that the client fails to provide feedback within 30 days of receipt of the draft report, Dynamix Consulting Group reserves the right to finalize the report, send the printed and electronic copies of the report to the client, and final invoice to close out the project.
7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. The laws of Florida shall govern this agreement.
9. Dynamix Consulting Group shall comply with all federal, state, and local laws applicable to the work under this agreement.

**SCANNED**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

**Dynamix Consulting Group**  
PO Box 68 Lake Alfred, FL 33850  
www.DynamixConsultingGroup.com

**APPROVED**

**Per the City of Smyrna  
Mayor and Council**

**Official Meeting Minutes**

**Date:** \_\_\_\_\_



10. Termination. Client may terminate this agreement for any reason upon thirty (30) days written notice to Dynamix Consulting Group. Payment for all work completed and expenses incurred up to the time of termination shall be due immediately upon termination by Client.
11. Amendment. This agreement may be amended by mutual written agreement of all parties.
12. Independent Contractor. Dynamix Consulting Group is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this agreement. Dynamix Consulting Group is not currently employed by Client and will not be under the direct control of Client. Because Dynamix Consulting Group is an independent contractor, Client will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of Client.
13. Indemnification. Dynamix Consulting Group agrees to indemnify, defend, and hold harmless Client and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Dynamix Consulting Group, Dynamix Consulting Group's agents, employees, or representatives under this Agreement.
14. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in the trial and appellate courts, as well as costs and disbursements as ordered by a court of competent jurisdiction.
15. This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. None of the parties to this agreement have relied upon inducements, concessions, or representations of fact, except as set forth in this agreement.



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement, on the first date written above.

**Client**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

DEREK NORTON

ATTEST:



\_\_\_\_\_  
Heather K. Peacon-Corn, City Clerk

**Dynamix Consulting Group**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature



**Attachment A**

