

**PROFESSIONAL SERVICES AGREEMENT
FOR LEGISLATIVE CONSULTING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made between TSE CONSULTING, LLC, a Florida limited liability company (hereinafter the “Provider”) and the **CITY OF WILTON MANORS, FLORIDA**, a Florida Municipal Corporation, (hereinafter the “City”). Provider and City may each be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fees for Legislative Consulting Services on behalf of the City before the Florida State Legislature, and the executive branch of the Florida government; and

WHEREAS, the City desires to engage the Provider to perform the services specified below; and

WHEREAS, the Provider has agreed to perform the services for the City as set forth hereinafter.

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, Provider and City agree as follows:

1. Scope of Services/Deliverables.

- 1.1 The Provider shall furnish the professional services (“Services”) to the City as set forth below:
 - 1.1.1 Provide lobbying services and advocacy, primarily before the Florida Governor, but also before the Florida Legislature and Cabinet as requested by the City, with respect to City’s funding request(s);
 - 1.1.2 Effectively communicate City’s funding request to the Florida Governor and other state officials as requested and necessary;
 - 1.1.3 Effectively communicate the results of advocacy before the Florida Governor to the City; and
 - 1.1.4 Upon request, arrange meetings for City staff and other officials with key state leaders.

2. **Term.**

- 2.1 This term of this Agreement commences on March 5, 2019 and shall remain in effect through August 1, 2019, unless earlier terminated in accordance with section 8 below.

3. **Compensation and Payment**

- 3.1 The Provider shall be compensated in the amount of TEN THOUSAND DOLLARS (\$10,000.00) regardless of the number of hours or length of time necessary for Provider to complete the Services (the "Fee"). Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Services. The Fee shall be paid pursuant to the following schedule:

- 3.1.1 FIVE THOUSAND DOLLARS (5,000.00) upon execution of this Agreement; and FIVE THOUSAND DOLLARS (\$5,000.00) on April 30, 2019.

- 3.2 Payment shall be made to Provider at:

TSE Consulting, LLC
P.O. Box 10131
Tallahassee, FL 32302

4. **Subcontractors.**

- 4.1 Any subcontractors used by Provider to perform the Services must have the prior written approval of the City Manager, or her designee. Said approval shall not be construed as constituting an agreement between the City and said other person or firm and the City assumes no liability or responsibility for any subcontractor.
- 4.2 The Provider shall be responsible for all payments to any approved subcontractors and shall maintain direct responsibility for the performance of all Services.

5. **City's Responsibilities.**

- 5.1 City shall furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the Services to be provided by Provider, in possession of the City.

6. Provider's Responsibilities.

- 6.1 Provider shall perform the Services, in accordance with best industry practices. Provider shall be solely responsible for the professional quality, accuracy and coordination of the Services furnished by the Provider under this Agreement. The City in no way assumes or shares any responsibility or liability of the Provider or subcontractor under this Agreement.
- 6.2 Provider shall, without additional expense to City, be responsible for obtaining any necessary licenses and for complying with any and all applicable federal, state, county and municipal laws, codes and regulations in connection with the performance of the Services specified herein.

7. Conflict of Interest.

- 7.1 Neither Provider nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 7.2 Provider agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile expert witness against City in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of City in any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement.
- 7.3 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

8. Termination.

- 8.1 The performance of work or Services under this Agreement may be terminated by the City at any time upon five (5) days prior written notice to Provider for any reason whatsoever. City shall be liable only for payment for work performed or furnished by Provider prior to the effective date of such termination.

8.2 Notice of termination shall be provided in accordance with the section 12 of this Agreement.

9. **Insurance.**

9.1 Provider shall provide and maintain in force at all times during the Agreement with the City, Professional Liability Insurance.

9.2 Provider shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City Manager nor shall Provider allow any Subcontractor to commence work on a sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

9.3 Certificates of insurance shall be filed with the City Manager prior to the commencement of the Services. The Certificates shall contain a provision that coverage afforded under the policies will not be canceled without giving at least thirty days (30) prior written notice, or such other notice as is required in the policy, to the City. Additionally, in the event Provider receives notice of cancellation from its insurance company, Provider shall deliver a copy of such notice to City within five (5) business days of receipt of such notice of cancellation. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

9.4 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

9.5 Insurance shall be in force until all Services required to be performed under the terms of this Agreement are satisfactorily completed. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Provider shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement is in effect.

9.6 REQUIRED INSURANCE

LOBBYIST (NON-LAWYER) PROFESSIONAL LIABILITY insurance in the amount of \$2,000,000.00 per claim, \$2,000,000.00 aggregate, shall be on claims made basis.

10. **Nondiscrimination.**

10.1 Provider shall comply with the provisions of sections 2-269(b) and 2-270 of the Wilton Manors Code of Ordinances. Provider shall require that all subcontractors comply with section 2-269(b) of the Wilton Manors Code of Ordinances.

11. Indemnification.

- 11.1 Provider shall, at all times hereafter, indemnify, defend and hold harmless the City, its elected officials, agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorneys' fees and costs) arising out of negligent act, error or omission of Provider, its agents, servants or employees in the performance of Services under this Agreement.
- 11.2 The provisions of this section shall survive termination or expiration of this Agreement.

12. Notices.

- 12.1 Whenever any Party desires to give notice to any other Party, it must be given by written notice, sent by certified mail, with return receipt requested, addressed to the Party for whom it is intended at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Provider and City designate the following as the respective places for giving notice:

For the City: Leigh Ann Henderson
City Manager
City of Wilton Manors, Florida
2020 Wilton Drive
Wilton Manors, FL 33305

Copy to: Kerry L. Ezrol
City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

For the Provider: Candice Ericks, Manager
TSE Consulting, LLC
P.O. Box 10131
Tallahassee, FL 32302

13. Governing Law.

- 13.1 This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

14. **Entire Agreement.**

14.1 This writing contains the entire Agreement of the Parties and supersedes any prior oral or written representation. No representations were made or relied upon by either Party, other than those that are expressly set forth herein.

15. **Amendment.**

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

16. **Assignment.**

16.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Provider without the prior written consent of City, which consent may be withheld in the City's sole discretion.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Provider is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Provider shall retain sole and absolute discretion in the judgment of the manner and means of carrying out activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Provider, which policies of Provider shall not conflict with City, Broward County, State of Florida or Federal Policies, rules or regulations. Provider agrees that it is a separate and independent enterprise from the City, that is has full

opportunity to find other business, that it has made its own investment in business, and that it will utilize a high level of skill necessary to perform the Services. This Agreement shall not be construed as creating any joint employment relationship between Provider and the City and the City will not be liable for any obligation incurred by Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

19. Prohibition of Contingency Fees.

- 19.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability, and at its discretion may deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20. Counterparts.

- 20.1 This Agreement, and any addendum thereto, may be executed and distributed by facsimile or electronically by .pdf and a copy of this Agreement executed and distributed by facsimile or electronically by .pdf shall be deemed an original for all purposes. This Agreement and any addendum thereto may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

21. Joint Preparation.

- 21.1 Preparation of this Agreement has been a joint effort of the City and the Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

22. Scrutinized Companies.

- 22.1 As the person authorized to sign on behalf of the Provider, by signing below on behalf of Provider, I hereby certify that the Provider does not participate in any boycott of Israel and is not listed on the Scrutinized Companies that Boycott Israel List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Provider to civil penalties, attorney's fees, and/or costs. I

further understand that any contract with the City for goods or services may be terminated at the option of the City if the Provider, is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Provider, of the City's determination concerning the false certification. The Provider shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Provider does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the Agreement and seek civil remedies pursuant to section 287.135 Florida Statutes.

23. **Public Records.** The City of Wilton Manors is public agency subject to Chapter 119, Florida Statutes. The Provider shall comply with Florida's Public Records Law. Specifically, the Provider shall:

- 23.1 Keep and maintain public records required by the City to perform the service;
- 23.2 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, Fla. Stat., or as otherwise provided by law;
- 23.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Provider shall destroy all copies of such confidential and exempt records remaining in its possession after the Provider transfers the records in its possession to the City; and
- 23.4 Upon completion of the contract, Provider shall transfer to the City, at no cost to the City, all public records in Provider's possession. All records stored electronically by Provider 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.
- 23.5 The failure of Provider to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305
(954) 390-2123
CityClerk@wiltonmanors.com.**

(Intentionally left blank)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

CITY

Faith Lombardo
FAITH LOMBARDO
CITY CLERK

BY: *Justin S. Flippen*
JUSTIN S. FLIPPEN, MAYOR

APPROVED AS TO FORM

Kerry L. Ezanol
KERRY L. EZANOL
CITY ATTORNEY

WITNESSED BY:

TSE CONSULTING, LLC, a Florida
limited liability company

Candice Ericks
Print Name

BY: *Candice Ericks*
Candice Ericks, Manager

Eliza McLeod
Print Name

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Candice Ericks, as Manager of TSE Consulting, LLC, and acknowledged that she has executed the foregoing instrument and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 20th day of FEBRUARY, 2019.

Janet Clark Morris
NOTARY PUBLIC



Print or Type Name
My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burke, Bogart & Brownell Insurance, Inc. 181 Crawford Blvd. Boca Raton FL 33432		CONTACT NAME: Lorraine Carrie, CISR PHONE (A/C, No, Ext): (561) 392-8888 E-MAIL ADDRESS: lcarrie@bbbins.com FAX (A/C, No): (561) 750-9134	
INSURED TSE Consulting, LLC 110 SE 6th Street 15th Floor Fort Lauderdale FL 33301		INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Surplus Lines Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 TSE CONSULTING

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIABILITY- RETENTON: \$1,000	Y		03110018	10/26/2018	10/26/2019	EACH OCCURRENCE	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 02/21/19, the following has been added as Additional Insured: City of Wilton Manors; see attached endorsement #4.

CERTIFICATE HOLDER**CANCELLATION**

City of Wilton Manors Attn: Dio Sanchez
 Human Resources & Risk Mgmt Dir
 2020 Wilton Drive
 Wilton Manors FL 33305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT NO. 4

ADDITIONAL INSUREDS/CO-DEFENDANTS

This Endorsement, effective at 12:01 a.m. on February 21, 2019, forms part of

Policy No. 0311-0018
Issued to TSE Consulting, LLC
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that coverage under this Policy shall be extended to include **Claims** against the following persons or entities:

The City of Wilton Manors

hereinafter referred to as "Additional Insureds", provided however, that any such **Claim**: (1) is made and continuously maintained against at least one **Insured**, other than an Additional Insured, and (2) arises out of **Professional Services** performed on behalf of the **Named Insured** or any **Subsidiary**, and otherwise covered under this Policy.

The coverage provided by this Endorsement is excess of, and shall not contribute with, any other applicable insurance plan, policy or program of self-insurance carried by or applicable to a person or entity listed above.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative