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AGREEMENT

THIS AGREEMENT made and entered into by and between the TOWN OF PEMBROKE PARK, Florida, a municipal corporation of the State of Florida, 3150 SW 52 Avenue, Pembroke Park, Broward County, Florida 33023, (hereinafter referred to as "TOWN"), and TIDEWATER CONSULTING, INC., 115 East Park Avenue, Unit 1, Tallahassee, Florida 32301, (hereinafter referred to as "TIDEWATER")

WITNESSETH

WHEREAS, legislation is routinely introduced in the Florida Legislature and Executive Branch that affects the TOWN; and

WHEREAS, TIDEWATER is a consulting firm that employs registered lobbyists with the Florida Legislature and Executive Branch and has experience working with matters that come before the Florida Legislature and Executive Branch; and

WHEREAS, the TOWN desires to retain the services of TIDEWATER to represent the TOWN'S interest before the Florida Legislature and Executive Branch.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the TOWN and TIDEWATER hereby agree as follows:

1. The TOWN agrees to retain the services of TIDEWATER and TIDEWATER agrees to represent the TOWN in matters before the Florida Legislature and Executive Branch during the 2023 Legislative Session.

2. The parties agree that the TOWN shall pay TIDEWATER the sum of SIXTY THOUSAND AND 00/100TH (\$60,000.00) DOLLARS for its services during the term of this Agreement; Payable as follows: \$20,000 on January 15, 2023; and, \$20,000 on April 15, 2023; and, \$20,000 on August 15, 2023.

3. The TOWN further agrees to reimburse TIDEWATER for all reasonably expended out-of-pocket costs incurred in connection with this Agreement including, but not limited to airfare, hotel, meals, courier, federal express etc. in an amount not to exceed FIVE THOUSAND AND 00/100TH (\$5,000.00) DOLLARS.

4. TIDEWATER is and shall be in the performance of all work, services and activities under this Agreement, independent, and not an employee, agent or servant of TOWN. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to TIDEWATER'S sole discretion, supervision and control. TIDEWATER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects TIDEWATER'S relationship and the relationship of its employees to TOWN shall be that of an independent contractor and not as employees or agents of TOWN.

5. TIDEWATER agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or the subject matter or publish or otherwise disclose or permit to be disclosed or published any of the data or other information, obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying TOWN and securing its consent. TOWN shall not unreasonably withhold consent.

6. A. 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 (954) 966-4600, 3150 SW 52nd AVENUE, PEMBROKE PARK, FLORIDA 33023.

Contractor agrees to comply with Florida public records laws, specifically to:

1. Keep and maintain public records required by the Town of Pembroke Park to perform the service.
 2. Upon request from the Town of Pembroke Park's custodian of public records, provide the Town of Pembroke Park 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 for in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. 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 Town of Pembroke Park.
 4. Upon completion of the contract, transfer, at no cost, to the Town of Pembroke Park all public records in possession of the contractor or keep and maintain public records required by the Town of Pembroke Park to perform the service. If the contractor transfers all public records to the Town of Pembroke Park 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 Town of Pembroke Park, upon request from the Town of Pembroke Park's custodian of public records, in a format that is compatible with the information technology systems of the Town of Pembroke Park.
- B. Contractor agrees to return all phone calls from Town Commissioners by the close of business on the following business day.
- C. Contractor agrees to complete all assignments given to Contractor by Town Commission by the deadline provided by the Town Commission. In the event no deadline has been provided by the Town Commission, Contractor agrees to complete all assignments given to Contractor by the Town Commission within a reasonable time.

D. Contractor agrees to provide the Town Commission a status report of all the matters which the Contractor has undertaken by the direction of the Town Commission on a monthly basis.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

8. The term of this Agreement shall commence upon the execution of this Agreement by the parties and shall terminate on December 31, 2023 and may be renewed automatically for succeeding terms of three (3) additional years.

This Agreement may be terminated unilaterally by either party provided that thirty (30) days written notice of such termination is given by the party electing to terminate to the other party.

TIDEWATER may retain any and all amounts paid to it by the TOWN prior to the termination of the Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the dates set forth under their signatures.

TOWN OF PEMBROKE PARK,
a municipal corporation

DocuSigned by:
Geoffrey Jacobs
E71F54705D68433...

MAYOR COMMISSIONER

[Signature]

ATTEST:

TOWN ATTORNEY

[Signature]

ATTEST:

TOWN CLERK

Date: 10-4-22

TIDEWATER CONSULTING, INC.

By: 
RICHARD E. COATES
PRESIDENT

Date: 