

CONTRACT AGREEMENT

This document establishes an agreement whereby Screven Watson and Associates, LLC (Consultant), will provide the City of Clewiston (City) monitoring and lobbying services before the Florida Legislature and Florida Executive Branch commencing October 1, 2022 through September 30, 2023.

Scope of Service

The services conducted by Consultant will be for monitoring and lobbying activities specified by the City.

Fees and Expenses

The agreed upon annual retainer of \$24,999 shall be paid in monthly installments of \$2,083.25.

The contract/agreement price shall not be increased in the total amount stated herein without a written change order executed by the City, notwithstanding increased quantities or conditions which may be needed to perform contractor's (consultant's) obligations hereunder, nor shall the contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition not caused by the contractor's actions or omissions.

Independent Contractor

Consultant is at all times and shall remain an Independent Contractor, solely responsible for the manner and method of completing its work under this agreement.

Laws and Regulations

Consultant shall comply with all laws relative to its work under this agreement.

Assignment

Neither this agreement, nor any duty, interest or rights hereunder shall be assigned by Consultant without the City's prior written approval.

Confidentiality


All correspondence and information between Consultant and the City will remain confidential to the fullest extent allowed by law.

Public Records

Contractor shall comply with Florida public records laws and, in accordance with s.119.0701 F.S., shall specifically:

- A. Keep and maintain public records required by the City to perform the service.
- 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 F.S. Chapter 119 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 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, 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.

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 THE PUBLIC RECORDS AT 863-983-1484, KATHY.COMBASS@CLEWISTON-FL.GOV, 115 WEST VENTURA AVENUE, CLEWISTON, FL 33440.



 Screven Watson
 Screven Watson and Associates, LLC




 Randy Martin, City Manager
 City of Clewiston

11-1-2022


 Date

10/31/2022

 Date



 Witness



 Witness Mary K. Combass