

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made this _____ day of _____, 2020, by and between the Village of Wellington, a political subdivision of the State of Florida (hereinafter referred to as "Village"), whose mailing address is 12300 Forest Hill Boulevard, Wellington, Florida 33414, and Coker Consulting, LLC, (hereinafter referred to as "Consultant"), authorized to conduct business in the State of Florida, whose Federal Employer Identification Number (FEIN) is 46-1202862 and whose principal address is 2003 Winthrop Way, Tallahassee, FL 32308, and Screven Watson & Associates, LLC, (hereinafter referred to as "Sub-consultant" and together with Consultant referred to as "Consulting Team"), authorized to conduct business in the State of Florida, whose Federal Employer Identification Number (FEIN) is 47-2658683 and whose principal address is 2910 Kerry Forest Parkway, #D4-324, Tallahassee, FL 32309.

WITNESSETH:

WHEREAS, Consulting Team has submitted to the Village a scope of services demonstrating that the Consulting Team is qualified to provide the requested lobbying services; and

WHEREAS, the Village desires to enter into an agreement with the Consulting Team for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant, Sub-consultant, and the Village (collectively the "parties") agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall be for one (1) year, commencing on October 1, 2020. Upon mutual agreement of the parties, the initial term may be extended for up to two (2) additional one (1) year terms. In no event shall the term of this Agreement exceed the duration of three (3) years from the date of commencement.
3. Scope of Services. The Consulting Team agrees to provide consulting services to the Village as independent contractors where such representation is requested by the Village, such services including, but not limited to, the scope of services attached hereto as **Exhibit "A."** In the event of a conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

The Consulting Team agrees to direct questions regarding the Village's services to the Village Manager unless otherwise directed. Due to the nature of the services to be

provided by the Consulting Team under this Agreement, such services shall not be assignable.

4. Compensation. In exchange for delivery of the consulting services by the Consulting Team, the Village agrees to pay the Consulting Team the sum of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) annually, to be paid in equal monthly installments.

In addition, Consulting Team shall be reimbursed for travel expenses in connection with this Agreement provided that they are solely related to Village of Wellington business. The Consulting Team agrees that any reimbursable travel expenses shall be pre-approved by the Village Manager before the Consulting Team embarks on travel solely on behalf of the Village. The Consulting Team further agrees that all travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. Village reserves the right to audit records of each member of the Consulting Team regarding travel expenses upon reasonable notice.

5. Method of Billing. Consulting Team agrees to submit invoices to the Village on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses. The Village agrees it shall make its best efforts to pay such invoices within thirty (30) days of receipt and approval of invoice.

6. Method of Payment. Consultant and Sub-consultant hereby agree that all payments made by the Village for invoices submitted for consulting services pursuant to this Agreement shall be made payable to Consultant. Upon payment of the invoiced amounts, the Village shall have no further obligation for payment and shall be relieved of further liability for payment thereof. Nothing herein establishes or implies a guarantee of payment to the Consulting Team or any member thereof. This provision sets forth only the method of payment on behalf of the Village pursuant to this Agreement.

7. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party.

8. Conflict of Interest. The Consulting Team and its individual members agree that they shall not contract for or accept employment for the performance of any work or services with any individual, business corporation, or government unit that would create a conflict of interest in the performance of their obligations under this Agreement, consistent with the Rules Regulating the Florida Bar and the Florida Association of Professional Lobbyists. Consulting Team further agrees that they will neither take any action nor engage in any conduct that would cause any Village employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government and the Palm Beach County Code of Ethics. The Consulting Team also agrees to comply with the Village's ordinance prohibiting conflicts of interest among retained consultants.

9. Indemnification. Consultant and Sub-consultant shall indemnify and hold harmless the Village of Wellington, its elected and appointed officials, employees, volunteers,

representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any negligent, or wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to the failure of the Consultant to maintain insurance as required in Paragraph 10 or to properly report or pay any applicable federal, state or local fees or taxes.

10. Insurance. During the term of this Agreement, the Consultant and Subconsultant shall procure and maintain, at its sole expense, the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease or consistent with exemptions pursuant to Chapter 440, F.S.
- (e) The Consulting Team agrees that all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the Village prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the Village of Wellington and shall provide for a minimum of thirty (30) days' notice of cancellation. The Village of Wellington shall be the certificate holders.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

If to Consulting Team:

Coker Consultants, LLC
2003 Winthrop Way
Tallahassee, FL 32308

with a copy to:

Screven Watson & Associates, LLC
2910 Kerry Forest Parkway,
#D4-324,
Tallahassee, FL 32309

If to the Village:

To: Paul Schofield, Village Manager
12300 Forest Hill Blvd.
Wellington, FL 33414

with a copy to:

Laurie S. Cohen, Village Attorney
12300 Forest Hill Blvd.
Wellington, FL 33414

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Palm Beach County.

13. Public Records. The Consulting Team acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. If the Consulting Team fails to abide by the provisions of Chapter 119, Florida Statutes, the Village may, without prejudice to any other right or remedy and after giving the Consulting Team seven days written notice, during which period the Consulting Team still fails to allow access to such documents, terminate this Agreement immediately, without further notice.

14. In accordance with Palm Beach County ordinance number 2011-009, the Consulting Team understands that any contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consulting Team has reviewed Palm Beach County ordinance number 2011-009 and is aware of their rights and/or obligations under such ordinance.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consulting Team acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Consulting Team agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

17. Miscellaneous. If any term or condition of this Agreement is deemed invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Scrutinized Companies. Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, Consulting Team must certify on the attached **Exhibit "B"** that (a) it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (b) it does not have business operations in Cuba or Syria; and (c) that it is not participating in a boycott of Israel. Submitting a false certification shall be deemed a material breach of this Agreement. The Village shall provide notice, in writing, to the Consulting Team of the Village's determination concerning the false certification. The Consulting Team 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 Consulting Team does not demonstrate that the Village's determination of false certification was made in error then the Village shall have the right to terminate this Agreement pursuant to sections 215.4725 and 287.135, Florida Statutes, and seek any other available civil remedies.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

VILLAGE OF WELLINGTON

Attest: _____
Chevelle Addie, Village Clerk

By: Anne Gerwig, Mayor

Laurie Cohen, Village Attorney

Date: _____

CONSULTANT:

SUBCONSULTANT:

COKER CONSULTING, LLC

SCREVEN WATSON & ASSOCIATES, LLC

By: Christopher L. Coker,
Managing Member

By: Sabrena J. Watson,
Manager

Date: _____

Date: _____

Exhibit A

Scope Of Services:

The Village of Wellington's Governmental Relations Team agrees to provide Legislative and Executive Branch lobbying services to the Village of Wellington including:

- The development and implementation of a Legislative Priority Package for the Village of Wellington for each Legislative Session (inclusive of Fall and Winter Committee meetings)
- Direct and active interaction with members of the Florida Legislature necessary as it pertains to the Village's Legislative Priority Package developed for the Legislative Session.
- Active Monitoring and Participation in the Appropriations and Budgetary Process for Village Priorities during development of the State of Florida Budget.
- Legislative Committee and Session monitoring and reporting of any legislation of interest and importance to the Village that might not be a direct legislative priority but nevertheless of importance to the Village Mayor and Council.
- Logistical preparation and implementation of Legislative Visits for the Mayor and Members of the Council during trips to Tallahassee during Committee Meetings and the Legislative Session.
- Monitor and represent the Village's Legislative or Program Priorities with the Governor's Office during the development of Governor DeSantis' Legislative Priorities and Budgetary Recommendations.
- Monitor and Participate in Program Development, Legislative Priorities and Budgetary Recommendations from other Executive Branch Departments.
- Work with the Governor's office and staff during the post session bill signing or bill veto period as it pertains to Village Legislative Priorities.
- Represent the Village Legislative Priorities during the Legislative Committee Meeting Process in the Fall and Winter of each year.
- Offer advice, counsel, and active participation through consulting services regarding potential State and Federal financial grants awards that the Village of Wellington might qualify and be awarded. These services will be on as needed basis and prior approval is necessary from the City Manager and Village Council. If necessary and approved; a separate fee would be negotiated for these services.
- The development, implementation active lobbying of any Federal Legislative or Executive issues impacting the Village of Wellington for the duration of this contract. These services will be on as needed basis and prior approval is necessary from the City Manager and Village Council. If necessary and approved; a separate fee would be negotiated for these services.

Reporting

- Phone Updates to the Village's Legislative Contact Designee, as necessary, during session
- Written Reports, during Session, that will serve as both a review and look ahead to issues to come
- Session Conclusion Report of what Legislation Passed and What Failed
- Report on any new legislation filed that might be of interest to the Mayor and Council before, during and after the Legislation Sessions
- Meet with Council, as necessary, to develop legislative direction and policy

**CERTIFICATION PURSUANT TO FLORIDA STATUTES
§ 287.135 and § 215.4725**

I, Christopher L. Coker, on behalf of Coker Consulting, LLC., certify that Coker Consulting LLC.

1. Is not participating in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Does not have business operations in Cuba or Syria.

I acknowledge, on behalf of Coker Consulting, LLC, that any agreement between Coker Consulting, LLC., and the Village of Wellington arising from this proposal may be terminated at the option of the Village of Wellington if any information contained in this certification is found to be false.

Signature

Printed Name/Title

Date

**CERTIFICATION PURSUANT TO FLORIDA STATUTES
§ 287.135 and § 215.4725**

I, Sabrena J. Watson,, on behalf of Screven Watson & Associates, LLC. certify that Screven Watson & Associates, LLC.

1. Is not participating in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Does not have business operations in Cuba or Syria.

I acknowledge, on behalf of Screven Watson & Associates, LLC., that any agreement between Screven Watson & Associates and the Village of Wellington arising from this proposal may be terminated at the option of the Village of Wellington if any information contained in this certification is found to be false.

Signature

Printed Name/Title

Date



Florida Division of Corporations

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- [Division of Corporations](#)
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Detail by Entity Name

Florida Limited Liability Company

COKER CONSULTING, LLC

Filing Information

Document Number	L12000060395
FEI/EIN Number	46-1202862
Date Filed	05/03/2012
State	FL
Status	ACTIVE

Principal Address

2003 Winthrop Way
TALLAHASSEE, FL 32308

Changed: 04/03/2013

Mailing Address

2003 Winthrop Way
TALLAHASSEE, FL 32308

Changed: 04/03/2013

Registered Agent Name & Address

Kato, Natalie
315 S CALHOUN ST
TALLAHASSEE, FL 32301

Name Changed: 02/03/2020

Address Changed: 02/03/2020

Authorized Person(s) Detail**Name & Address**

Title Managing Member

Coker, Christopher L
2003 Winthrop Way
Tallahassee, FL 32308

Annual Reports

Report Year	Filed Date
2018	01/12/2018
2019	02/10/2019
2020	02/03/2020

Document Images

02/03/2020 -- ANNUAL REPORT	View image in PDF format
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01/13/2015 -- ANNUAL REPORT	View image in PDF format
03/21/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
05/03/2012 -- Florida Limited Liability	View image in PDF format

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Detail by Entity Name

Florida Limited Liability Company
SCREVEN WATSON & ASSOCIATES, LLC

Filing Information

Document Number	L14000195783
FEI/EIN Number	47-2658683
Date Filed	12/29/2014
Effective Date	01/01/2015
State	FL
Status	ACTIVE

Principal Address

2910 Kerry Forest Parkway, #D4-324
TALLAHASSEE, FL 32309

Changed: 04/30/2017

Mailing Address

2910 Kerry Forest Parkway, #D4-324
TALLAHASSEE, FL 32309

Changed: 04/30/2017

Registered Agent Name & Address

WATSON, SCREVEN H
2910 Kerry Forest Parkway, #D4-324
TALLAHASSEE, FL 32309

Address Changed: 04/30/2017

Authorized Person(s) Detail

Name & Address

Title MGR

WATSON, SABRENA J
2910 Kerry Forest Parkway, #D4-324
TALLAHASSEE, FL 32309

Annual Reports

Report Year	Filed Date
2018	04/24/2018
2019	02/13/2019

2020

02/10/2020

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Florida Department of State, Division of Corporations