

**FIRST AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND TIDEWATER CONSULTING, INC.**

THIS FIRST AMENDMENT ("Amendment"), dated this 11<sup>th</sup> day of October, 2023, is entered into by and between:

**TOWN OF PEMBROKE PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

**TIDEWATER CONSULTING**, a for profit corporation, located 115 E. Park Avenue, Unit 1, Tallahassee, FL 32301, hereinafter "Consultant or Tidewater."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

**WHEREAS**, the Parties entered into an agreement on October 4, 2022, for the Consultant to provide the Town with, including but not limited to, legislative consulting, lobbying, and monitoring services, referred to herein as the "Original Agreement"; and

**WHEREAS**, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

**WHEREAS**, the Original Agreement, expires on December 31, 2023, and has three (3), one (1) year renewals; and

**WHEREAS**, the Parties seek to enter into the first renewal term, commencing on January 1, 2024 and terminating on September 30, 2024, to provide for consistency with the Town's other lobbyist contracts; and

**WHEREAS**, notwithstanding a truncated renewal term, the Consultant's services are utilized by the Town throughout the legislative session, including any special or extended sessions,

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and the Town intends to compensate the Consultant for such services consistent with the Original Agreement; and

**WHEREAS**, the Town is satisfied with the services provided and the Parties desire to exercise the first renewal, amend the term of the Original Agreement, modify the payment schedule, and to amend the Original Agreement to comply with Florida law, and

**WHEREAS**, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

**WHEREAS**, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

**NOW, THEREFORE**, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**SECTION 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**SECTION 2.** The Parties hereby agree to exercise the first renewal in the Original Agreement and the Original Agreement as extended and shall expire on September 30, 2024. The remaining renewals shall be exercised only upon written mutual consent of Parties, and shall no longer be automatic.

**SECTION 3.** Paragraph 8 of the Original Agreement is hereby replaced and amended follows:

8. The Parties agree that this Agreement is for a term of one (1) year, and may be renewed for three (3) additional one (1) year terms. The Consultant agrees they are fully compensated for the first year of the Agreement, through December 31, 2023. The Parties hereby further exercise

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the first renewal term, which shall commence on January 1, 2024, and shall terminate on September 30, 2024.

~~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.~~

**SECTION 4.** Paragraphs 2 and 3 of the Original Agreement are hereby replaced and amended as follows:

2. The Parties agree that the TOWN shall pay TIDEWATER a sum not to exceed **SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS** for its services during the term of this Agreement, payable as follows: TOWN shall pay TIDEWATER \$20,000 on January 15, 2024, \$20,000 on April 15, 2024, and \$20,000 on July 15, 2024.

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 00/100 (\$5,000.00) DOLLARS**. All expenses must receive prior written approval from the Town Manager as a prerequisite for reimbursement.

**SECTION 5.** Paragraph 6 of the Original Agreement is hereby amended as follows:

6. Public Records

Public Records. To the extent Consultant is acting on behalf of Town as stated in Section 119.0701, Florida Statutes, Consultant shall:

6.1 Keep and maintain public records required by the Town to perform the services under this Agreement;

6.2 Upon request from the Town, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

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6.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the Town; and

6.4 Upon completion or termination of this Agreement, transfer to the Town, at no cost, all public records in possession of Consultant or keep and maintain public records required by the Town to perform the services. If Consultant transfers the records to the Town, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town upon request in a format that is compatible with the information technology systems of Town.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.**

**SECTION 6.** The Original Agreement is hereby amended to include the following paragraphs:

**9. Employment Eligibility.** Consultant certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

**Definitions for this Section.**

“Contractor” means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

**Registration Requirement: Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**10. Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

**11. Payments.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. All consideration provided for in the Original Agreement may not be exceeded unless prior written approval is granted by the Town Commission. Consultant shall invoice the Town monthly for all services and reimbursements.

**12. Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice

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in compliance with the provisions of this section. For the present, Consultant and Town designate the following as the respective places for giving of notice:

**TOWN:**

Town Manager  
Town of Pembroke Park  
3150 SW 52 Avenue  
Pembroke Park, FL 33023

Copy To:

Interim Town Attorney Jacob Horowitz, Esq.  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

**CONSULTANT:**

Richard Coates  
115. E. Park Avenue  
Unit 1  
Tallahassee, FL 32301

**13. Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

**14. Scrutinized Companies.** Consultant, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel;  
or

One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

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Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes, or

Is engaged in business operations in Syria

**15. Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this Amendment, the Parties agree the terms and provisions contained in this Amendment shall control to the extent of any such conflict or ambiguity.

**16. Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Amendment.

**17. Termination:** The Town may terminate this agreement anytime for cause or for convenience upon providing thirty (30) days written Notice to the Consultant. The Original Agreement, as amended, shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

**18. Counterparts and Execution.** The Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**IN WITNESS OF THE FOREGOING,** the Parties have set their hands and seals the day and year first written above.

Witnesses:

*Stephanie Woodbury*  
*Stephanie Woodbury*  
(witness print name)

*Susan Reutter*  
*Susan Reutter*  
(witness print name)

DocuSigned by:  
By: *Ashira Mohammed*  
[F609A8D1457418]  
Ashira Mohammed, Mayor

DocuSigned by:  
By: *Aleem Ghany*  
[351D99F647846A]  
Aleem Ghany, Acting City Manager

ATTEST:  
DocuSigned by:  
*Marlen Martell*  
[110E2AC7D4446]  
Municipal Clerk

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Approved by legal form by  
DocuSigned by:  
Jacob Horowitz  
4983484252021

(SIGNATURE BLOCK ON NEXT PAGE)

Consultant  
Tidewater Consulting, Inc.

By: [Signature]  
Name: Richard Coates  
Title: President

Witnesses:  
[Signature]  
TOWSON F. RASER  
(witness print name)  
[Signature]  
LISA LADD

(witness print name)  
(CORPORATE SEAL)

24<sup>th</sup> day of October 2023



STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of  physical presence or  
online notarization, this 24<sup>th</sup> day of October 2023, by Richard K Coates of  
Tidewater Consulting a State of Florida corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC Shelley B. Green







[www.tidewaterinc.com](http://www.tidewaterinc.com)

## **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 00/100<sup>TH</sup> (\$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 00/100<sup>TH</sup> (\$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 52<sup>nd</sup> 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: 