

CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between the **CITY OF COCONUT CREEK**, a Florida municipal corporation, (hereinafter referred to as "**City**"), and **CORAL SPRINGS COCONUT CREEK REGIONAL CHAMBER OF COMMERCE**, a Florida 501(c) 6 not-for-profit organization, (hereinafter referred to as "**Consultant**").

WHEREAS, the parties desire to enter into an Agreement to establish, develop and implement the Butterfly Small Business Relief grant program (the "Grant Program") through the American Rescue Plan Act of 2021 to assist the City's local business community as it recovers from the impact of the COVID-19 pandemic to address economic operational difficulties and support the reopening of the economy; and

WHEREAS, the **City** and **Consultant** desire to clarify and define their responsibilities regarding providing said services.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the parties to this Agreement do hereby agree as follows:

1. The **City** hereby retains the services of **Consultant** for the purpose of providing expert consulting services to the **City**, as described in Exhibit "A" "Programs and Services" and Exhibit "B" the "Butterfly Small Business Relief Program" overview to develop and implement the Grant Program.

2. As an independent consultant, **Consultant** is neither an officer, nor an employee of the **City**. **Consultant** must provide a Federal Tax I.D. number and must submit a completed W-9 form at the time of the submission of the first invoice for all services rendered.

3. **Term:** The term of this Agreement shall commence on January 1, 2022 and terminate 90 days after the award of all funds allocated by the City to the Grant Program, or as otherwise agreed to by both parties in writing. This Agreement may be extended as mutually agreed upon by the parties in writing. However, this Agreement may be terminated by either party by giving thirty (30) days written notice to the other with or without cause. If the Agreement is terminated by the **City** prior to the initiation of the Grant Program, the **City** shall only be responsible for compensating **Consultant** in the amount of the first installment payment (\$10,000).

4. **Fees:** The **Consultant's** fee ("fee") shall be the sum of Thirty Thousand dollars (\$30,000.00), which shall be paid in three (3) equal installments of Ten Thousand dollars (\$10,000.00). The first installment, for the Grant Program, shall be paid within seven (7) days of execution of this Agreement by both parties. The second installment shall be paid sixty (60) days after the Grant Program has officially opened, as evidenced by the public posting of the Grant Program application. The third and final installment shall be made upon receipt by the City of all completed application files for grant applicants. All work shall be performed by **Consultant**. All supplies shall be provided by the **Consultant** and all payments referenced above shall be inclusive of any and all reimbursable expenses.

5. **Independent Contractor:** This Agreement does not create an employer/employee relationship between the parties. **Consultant** is not entitled to any benefits paid to **City** employees. It is the intent of the parties that under this Agreement, an independent consultant is not an employee of the **City** 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 Worker's Compensation Act, and the State Unemployment Insurance Law.

6. **Taxes:** **Consultant** shall be responsible for all taxes of any kind. An IRS W-2 form will not be provided. The **City** will provide an IRS Form 1099 required by law. **Consultant** recognizes that no Federal Income Tax or Social Security will be withheld.

7. **Indemnification:** **Consultant** shall indemnify, hold harmless and defend the **City**, its officers, agents and employees from and against all claims, damages, losses, expenses, including attorney's fees, or causes of action that may arise from the performance of this Agreement, provided that any such claim, damage, loss, expense or cause of action is (1) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, and is (2) caused in whole or in part by any negligence or omission of **Consultant**, his/her subconsultant(s), agent(s), employee(s), anyone directly or indirectly employed by any of them or anyone whose acts for which any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by **Consultant** or his/her subconsultant(s) under Workers' Compensation Acts, Disability Benefits Acts or other Employee Benefit Acts. **Consultant** recognizes that should any of his/her employees become injured in the execution of this Agreement, he/she agrees to assume all liabilities associated with such injury, and furthermore, discharge the City of Coconut Creek of any and all liability. In the event of a dispute between the parties pursuant to the terms of this Agreement the prevailing party shall be entitled to reasonable costs and attorney's fees. Nothing in this section shall affect the immunities or limitations of the **City**

pursuant to Chapter 768, Florida Statutes. This indemnification, hold harmless and defend provision shall survive the termination or expiration of this Agreement.

8. **Insurance**: **Consultant** shall provide the **City** with proof of insurance. Prior to executing this Agreement, **Consultant** agrees to provide the **City** with a Certificate of Insurance. The Certificate of Insurance must be in a form acceptable to the **City**, naming the City of Coconut Creek as an “Additional Insured”. The Certificate shall include General Liability. The General Liability coverage will be written in an “occurrence” basis format, with a minimum limit of \$1,000,000 for each occurrence. Workers’ Compensation Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. Note: If **Consultant** is exempt from Florida’s Workers’ Compensation law, **Consultant** must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers’ Compensation.

10. **Sole Control of Work**: While Consultant shall conform to standards and policies of the **City of Coconut Creek**, the **Consultant** shall have sole control of the work and the manner in which it is performed.

11. **Non-Assignment**: This Agreement is a personal service contract and an assignment of this Agreement by **Consultant** without the written consent of the **City** is void. Consultant’s employees and/or subcontractors that will perform work pursuant to this Agreement shall be limited to Cindy Brief (President/CEO), Charinus Davis Johnson (Executive Vice President), Becky Case (Membership Coordinator), and Elizabeth Eaton (Chamber Intern). Both parties agree that any assignment of this Agreement to persons other than those listed herein shall require advanced written consent from both parties.

12. **Non-Exclusivity**: **Consultant** shall be free to contract for similar services to be performed for other entities or persons while under contract with the **City** so long as they

are not in conflict with the services provided to **City** under this Agreement. The provision of services provided for herein is non-exclusive. The **City** may retain additional entities or persons to perform the same or similar work, if in its sole discretion, the **City** desires to do so.

13. **Anti-Discrimination**: **Consultant** shall not discriminate on the basis of age, religion, race, color, national origin, sex, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, veteran or service member status in performance of this Agreement.

14. **Notice**: All notices shall be effective when mailed to the following addresses:

Consultant address:

Cindy Brief, President
Coral Springs Coconut Creek Regional Chamber of Commerce
9500 W. Sample Road
Coral Springs, FL 33065
Phone: 954-752-4242

City address:

Karen M. Brooks, City Manager
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063

15. **Public Records Requirements**: City is a public agency subject to Chapter 119, Florida Statutes. To the extent **Consultant** is acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, **Consultant** shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by City were City performing the services under this Agreement;

- b) Provide the public with access to such public records on the same terms and conditions that City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements; are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to City, at no cost, all public records in possession of **Consultant** upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.
- e) The failure of **Consultant** to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement.
- f) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

17. **Force Majeure**: If either party is unable to perform its obligations under this Agreement due to a natural disaster, other than the existing Pandemic Covid-19 Emergency, or any circumstances beyond reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

18. **Confidentiality**: **Consultant** agrees that they shall treat all information received and produced under this Agreement, as absolutely confidential unless designated a public record pursuant to state or federal law. **Consultant** shall not disclose this information to any other person or entity not directly affiliated with the parties, unless legally compelled to do so, and then, only upon timely prior notice to the **City**, giving it sufficient time to contest any such disclosure. At such time as they are made public by the **City**, or with prior written approval by the **City**, **Consultant** may duplicate documents provided under this Agreement for its business purposes, including general promotional purposes. For any other purposes, **Consultant** shall obtain approval from the **City**, such approval shall not be unreasonably withheld.

19. **Ownership & Use of Documents**: Notwithstanding the completion, suspension, termination, or expiration of this Agreement, the following provisions in this section shall apply with respect to ownership of documents:

- a) **Instruments of Service**. **Consultant** use during the course of the Project of certain proprietary documentation, including drawings, diagrams, maps, perspective renderings, other artworks, graphic aids,

and various written materials. Subject to **City's** rights hereunder, **Consultant** and **City** are deemed the joint owners of this documentation and reserve all rights of ownership and legal protections, including copyright, which may be available under common law and statutory law.

- b) **Final Work Products.** Final work products produced during the course of the Project under this Agreement shall be delivered to and become property of the **City**. **City** shall have a right to retain, use, and reproduce final work products. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

- c) **Reproductions.** Written and graphic documents shall be protected by copyright and not reproduced for the sale or use by third parties (other than **City**) without the written permission of **City** and **Consultant**. Subject to such reasonable limitations as may be required by **City's** marketing program, all reproductions of final work products and instruments of service shall clearly display the credit: "Coral Springs Coconut Creek Regional Chamber of Commerce." **Consultant** reserves the right to require the removal of this credit from appearing on final work products or instruments of service that have been modified without **Consultant's** prior written consent.

- d) **Exception to Reproduction Limitations.** The publication or distribution of documents to satisfy official regulatory requirements or Public Records Laws shall not be construed as an unauthorized use

in contravention of the reserved rights of **Consultant**.

20. **Entire Agreement**: This Agreement represents the entire understanding of the parties and supersedes all other written or oral Agreements. Modifications to this Agreement must be made in writing and mutually agreed to by the parties.

21. **Professional Qualifications**: Notwithstanding Paragraph 2, **Consultant** understands that **Consultant** must comply with all applicable laws, rules and regulations, and maintain all required qualifications to provide the services provided for under this Agreement and failure to do so, shall cause this Agreement to be immediately deemed null and void and notice of termination, as set forth in Paragraph 3. is not required.

22. **Venue**: This Agreement shall be construed in accordance with the Laws of the State of Florida. Venue for any action shall lie exclusively in Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF COCONUT CREEK, FLORIDA

Marianne Bowers, Interim City Clerk

By: _____
Karen M Brooks, City Manager

Approved as to Form:

Terrill C. Pyburn, City Attorney

Coral Springs Coconut Creek Regional Chamber of Commerce

WITNESSES

Print Name: _____

Print Name: _____

By: _____

Print _____

Social Security No.: _____

or

Federal Tax .No.: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of **Coral Springs Coconut Creek Regional Chamber of Commerce**, who is personally known to me or who has produced _____ (type of identification) as identification.

(S E A L)

Signature of Notary Public

Print Name of Notary

EXHIBIT “A”

PROGRAM AND SERVICES

1. Program Summary:

The City Commission of the City of Coconut Creek hereby establishes this program to assist the City’s local business community by providing grant opportunities specially designed to address their needs during this unprecedented pandemic. The program is intended to be complementary to those offered by the State and Federal Governments. The primary purpose of the program is to provide financial support to existing Coconut Creek businesses. Our business community continues to face financial hardships associated with the pandemic. Coconut Creek is fortunate to have a level of expertise in fostering our business community with and through our Chamber of Commerce, and for that reason, the strategies listed below will be developed and implemented in conjunction with the Coral Springs Coconut Creek Regional Chamber of Commerce

The program is a reimbursement grant program referred to as “Relief”. The total grant fund amount is \$650,000 and will be made available upon approval of the City Commission. The City is partnering with the Coral Springs Coconut Creek Chamber of Commerce which will be providing consultant services to develop and implement the program. The Chamber will be paid \$30,000 for administrative assistance associated with the Relief Program. These consulting fees will provide for setup and marketing of the program, technical assistance with applicants, and review of applications and supporting materials for completeness.

2. Experience and Qualifications of the Team:

Cindy Brief, IOM, FCCP, Bachelor of Science Accounting President/ CEO

Cindy Brief has been the CEO of the Chamber since 2006. Originally, a CPA in New York, Cindy has financial expertise as well as an extensive background in Chambers. Her designations include IOM, a Certification from the US Chamber of Commerce School of Organizational Management as well as the FCCP, Florida Certified Chamber of Commerce Professional, earned through the Florida Association of Chamber of Commerce Professionals. Cindy currently serves on the Board of Directors for the Florida Association of Chamber of Commerce Professionals and has served as the Southeast Regional Vice Chair of the organization. Currently, Cindy is the secretary for the Broward Council of Chambers, and has served as Chair for two different terms. She has been a past board member of the Greater Ft. Lauderdale Alliance, the Coral Springs Community Chest and Tomorrow’s Rainbow. She currently serves on the Coral Springs Sports Commission as well.

Charinus Davis Johnson, Executive Vice President

Charinus has had a career with the nonprofit sector that spans over 25 years. She has served as the Chief Operating Officer of the Dan Marino Foundation providing services in the South Florida area. Charinus’ leadership roles include the YMCA and the Davie-Cooper City Chamber of Commerce/Educational Foundation. She holds a Bachelor’s Degree in Sociology /Anthropology from Florida International University and recently graduated from the FBI

Citizens Academy. In her role as Executive Vice President, Charinus spearheads the chamber's fundraising events and utilize her extensive experience in grant writing to assist the Chamber to focus on their strategic initiatives, which include Diversity, Equity and Inclusion, as well as workforce development. Charinus will assist the Chamber to secure our position in the forefront of the business community at large in North Broward. Charinus' specialties include but are not limited to: Education, Community Development, Social Innovation, Grant-making, Leadership Development, Nonprofits/NPO, Community Development, Public Speaking, Business Development, Operations Management and Strategic Partnerships.

Becky Case, Membership Coordinator

Becky graduated with a Master's Degree in Education, with a dual track concentration in mental health and rehabilitation counseling from Florida Atlantic University. Becky has extensive experience in the Chamber industry, including a previous position as the Executive Director of the Margate Chamber of Commerce. As the Member Services Coordinator of the CSCCR Chamber of Commerce, Becky is charged with bringing new businesses into the Chamber and ensuring the local business community at large membership is fully aware of the numerous opportunities available to grow their business and connect with the local business community within the Chamber network. She has worked with the Coconut Creek Referral group and with the City of Coconut Creek on ribbon cuttings for new businesses.

Elizabeth Eaton, Chamber Intern

Elizabeth is currently attending FSU and majoring in marketing. Elizabeth does marketing, email blasts, social media and special assignments for the Chamber.

3. Deliverables

The Coral Springs Coconut Creek Regional Chamber of Commerce will provide the following services for the business grant program:

- Assist City staff with developing and implementing marketing strategies for the grant program.
- Assist City staff with program setup and implementation, technical assistance with applicants, and review of all applications and supporting material for completeness.
- Review and evaluate applications based on application completion and eligibility criteria.
- Provide a one-stop information interface in conjunction with the City to assist all potential grant applicants in navigating grants and loans available to them through the various programs available to them including the City's Butterfly Small Business Relief Grant Program, as well as other State and Federal programs.
- Design, or coordinate the design of, a user-friendly website to assist businesses with access to available financial aid resources.
- Maintain and provide to City all completed files for grant applicants; and
- Facilitate membership enrollment process for all grantees that are not current members and provide information and education as to the benefits of membership, including but not limited to, business resources, marketing and visibility, business referrals, networking events, discounts, and advocacy.