

**THE FLORIDA SENATE
404 SOUTH MONROE STREET
403 THE CAPITOL
TALLAHASSEE, FLORIDA 32399-1100**

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by the Florida Senate and Connie Clarke ("Coordinator").

TERMS AND CONDITIONS

1. Scope of Services

Coordinator hereby agrees to be retained by the Florida Senate for the purpose of coordinating special projects for the Senate President, whereby the Coordinator agrees to perform services in a satisfactory and proper manner as determined by the Florida Senate in its sole discretion.

2. Qualifications

Coordinator represents that she possesses the training, skills, and experience necessary to perform the services described in this Agreement.

3. Duration and Termination of Agreement

This Agreement will begin July 1, 2020 and end June 30, 2021, unless terminated earlier by any party for any reason after serving notice of termination in writing seven (7) days in advance of such termination. Notice will be sufficient if it is delivered to the other party personally or mailed by certified mail. In the event of termination, the Coordinator will be paid on a pro-rata basis for work satisfactorily completed and approved by the Senate President or his designee.

4. Other Conditions

Coordinator shall neither publish nor release to any third party any publication, news release, or other report concerning work done or information gained under this Agreement without approval by the Florida Senate. All contacts by the media shall be referred to the Senate Contract Manager.

5. Compensation

The Florida Senate shall compensate Coordinator in accordance with the schedule below for satisfactory completion of tasks. Coordinator shall be paid one thousand and two hundred and fifty dollars (\$1,250) per month for the duration of the contract. Payments shall be made quarterly, with payment installments due in April, July, October, and January. Coordinator shall submit an invoice by the fifteenth of the month in which an installment is due.

The Senate's Contract Manager will determine whether satisfactory services have been provided in accordance with this Agreement. Upon a determination by the Senate Contract Manager that the services received are satisfactory, the Senate Contract Manager will, subject to approval of the Senate President, cause payments for completed tasks to be made.

6. Availability of Funds

The performance of the Florida Senate under the terms of this Agreement is subject to and contingent upon the availability of funds appropriated to the Senate for this purpose.

7. Contract Manager

The Contract Manager on behalf of the Florida Senate is Debbie Brown, Secretary of the Senate. The Contract Manager on behalf of the Coordinator is Connie Clarke.

8. Waivers

The Florida Senate will not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Senate President or his designee. No delay under this Agreement or omission on the part of the Senate in exercising any rights or remedies will operate as a waiver of such right or remedy. A waiver on one occasion will not be construed as a bar or waiver of any remedy on future occasions.

9. Resolution of Disputes and Prohibition Against Assignment

This Agreement shall be governed by and construed under the laws of the State of Florida, which shall also be the forum for any litigation arising from or incident to this Agreement. This Agreement is an exclusive Agreement for personal services and may not be assigned in whole or in part. The Coordinator is responsible for providing the services required under this Agreement. The Coordinator represents that performance of other contractual services for any agency, entity, or person will not interfere with the faithful and timely performance by the Coordinator under this Agreement.

10. Public Records

Unless specifically exempted by law, all records made or received by the Coordinator in conjunction with this Agreement may be public records available for inspection by the public in accordance with the provisions of Art. I § 24, Fla. Const., and § 11.0431, F.S. In the event Coordinator receives a request for public records, Coordinator shall notify the Senate Contract Manager of the request and shall coordinate the production of records to the requestor. Refusal of Coordinator to allow public access to such records shall constitute grounds for termination of this Agreement.

In order to ensure that records subject to any exemption are not disclosed, the Coordinator agrees to notify the Senate Contract Manager immediately upon being requested to disclose any

documents or records in the Coordinator's possession or which relate to the subject matter of this Agreement. Coordinator shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Florida Senate.

11. Workplace Harassment Prohibition

This agreement prohibits harassment consistent with *The Florida Senate Administrative Policies and Procedures* (1.60).

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement of the parties. Any notice to either party shall be sent to the parties at the addresses set forth below personally, mailed by registered or certified mail, return receipt requested, or overnight mail service, with proof of delivery.

If to the Senate:

Debbie Brown
404 South Monroe Street
405 The Capitol
Tallahassee, Florida 32399-1100

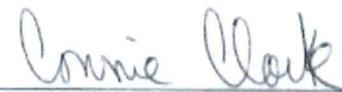
If to the Coordinator:

Connie Clarke
4703 Highgrove Road
Tallahassee, Florida 32309

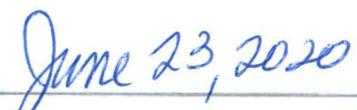
IN WITNESS THEREOF this Agreement has been executed by Coordinator; and on behalf of the Florida Senate, by the President of the Florida Senate.



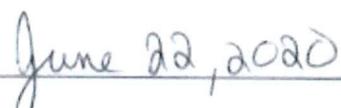
Bill Galvano, President
The Florida Senate



Connie Clarke, Coordinator



Date



Date