



AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF NORTH MIAMI BEACH  
AND LGL CONSULTING & EXECUTIVE ADVISORY GROUP, LLC

THIS AGREEMENT is made and entered into as of the 20 day of July 2021, by and between the **CITY OF NORTH MIAMI BEACH**, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and **LGL CONSULTING & EXECUTIVE ADVISORY GROUP, LLC** having an address at **2016 Sanderlin Point Loop, Apopka, FL 32703**, hereinafter referred to as the "CONSULTANT".

RECITALS

WHEREAS, the CITY desires to engage the CONSULTANT to provide corporate mediation services between management and non-union employees/contractors in employee relations disputes, in accordance with the terms and conditions of this Agreement; and provide services tailored to the CITY as delineated in the proposed Statement of Work attached hereto Exhibit "A";

WHEREAS, the CITY having investigated the qualifications of the CONSULTANT to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the CONSULTANT having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the CITY in support of those expressed desires; and

WHEREAS, the CONSULTANT agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of the agreement for a six (6) month term. The City Manager or designee shall have the option to renew the Agreement for additional six (6) month terms.

1.2 This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The CITY reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The CONSULTANT shall perform the services as specifically stated in the Scope of Services, and other related media and communication related requirements as required by the City Manager or designee, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the CITY.

1.3 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

## SECTION 2. PROFESSIONAL SERVICES

2.1 Basic Services. The duties and responsibilities are outlined in Exhibit A.

2.2 Availability of the CONSULTANT. In consideration of a flat fee monthly retainer agreement, the CONSULTANT's professional staff shall make themselves available for one monthly manager/employee mediation session in order to satisfy the CITY's needs and demands.

2.3 Key CONSULTANT. Laury Georges-Lane is considered a skilled, seasoned and experienced professional who maintains advanced skills within the human resources and labor law discipline and is considered essential for successful accomplishment of the scope of services to be performed under this agreement. All requests for approval of a substitution must be approved, in advance by the City Manager or designee. Upon request for substitution, the CONSULTANT must provide a detailed explanation of the circumstances necessitating the proposed substitution and a complete resume for the proposed substitution, and any other information requested by the City Manager. The City Manager or designee will make the sole determination of the suitability of substitution.

2.4 The CONSULTANT shall obtain the consent of the City Manager or designee prior to disseminating any City related written or verbal communication and prior to speaking on the record to any media outlets or newspapers.

2.5 Confidential Information. The CONSULTANT agrees that any information received by the CONSULTANT for the CITY and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organization without the expressed consent of the City Manager or designee.

2.6 The CONSULTANT shall not be prohibited from representing or providing like services to other persons and entities besides the CITY, so long as CONSULTANT shall avoid any representation or relation which would create a conflict of interest, as determined by the City Attorney or City Manager. Further the CONSULTANT shall not take on any other client or matter that would jeopardize the CONSULTANT'S ability to devote the time, resources and effort necessary to fulfill the obligations to the CITY.

## SECTION 3. COMPENSATION.

3.1 Payment shall become due and payable to CONSULTANT upon submission of the receipt of invoice.

3.2 Payment shall be paid not more than once monthly in an amount of \$1,667.00 per month, not to exceed \$10,000 for the six-month term. All invoices submitted shall clearly reference the purchase order, the Statement of Work, the names and title of employee receiving the services and the date(s) in which the services were performed.

SECTION 4. NOTICE.

4.1 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, or by nationally recognized overnight delivery service, 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 in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CITY designate the following as the respective places for giving such notice:

CITY: Procurement Management Division  
City of North Miami Beach, 3<sup>rd</sup> Floor  
17011 NE 19th Avenue, Suite 315 North  
Miami Beach, Florida 33162 Telephone  
No. (305) 948-2946  
Email: bids@citynmb.com

City Manager's Office  
City of North Miami Beach  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2900

Office of the City Attorney  
City of North Miami Beach  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2939

CONSULTANT: LGL Consulting & Executive Advisory Group, LLC  
Laury Georges-Lane  
2016 Sanderlin Point Loop  
Apopka, FL 32703  
Telephone No. (954) 494-4923  
Email:  
Laury@LGLConsultingAdvisory.com

SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a

written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONTRACTOR.

5.1 The CONSULTANT is an Independent Contractor under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that CITY will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the CITY. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONSULTANT agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of CONSULTANT, agents or other personnel entity acting under CONSULTANT's control in connection with CONSULTANT's performance of services under this Agreement and to that extent CONSULTANT shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONSULTANT or any agent or employee of CONSULTANT regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONSULTANT agrees that all records, books, documents, papers and financial information

("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CONSULTANT shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONSULTANT's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONSULTANT, his heirs, successors and assigns.

#### SECTION 9. ASSIGNMENT AND SUBCONTRACTING

9.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated or subcontracted by the CONSULTANT without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The City may assign its rights, together with its obligations hereunder.

#### SECTION 10. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

10.1 Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A. Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City's custodian of public records, Consultant shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records

disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).**

**SECTION 11. PROMPT PAYMENT ACT.**

11.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

**SECTION 12. CONFLICT OF INTEREST/CODE OF ETHICS.**

12.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

12.2 The CONSULTANT agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of North Miami Beach Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

12.3 Standards and Proper Decorum: The City promotes and expects a *high standard* of ethics and professional conduct in all City employees. The CONSULTANT shall be held to the same standards and shall

be held accountable to any conduct or demeanor contrary to the policy while representing the City.

**SECTION 13. SOVEREIGN IMMUNITY.**

13.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**SECTION 14. ORDER OF PRECEDENCE.**

**14.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, THE RFQ, CONTRACTORS' RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, THE RFQ, AND THE CONTRACTORS' RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.**

**SECTION 15. INSURANCE.**

15.1 CONSULTANT shall carry professional liability insurance or other form of insurance, which shall provide coverage of not less than One Million Dollars (\$1,000,000.00).

CONSULTANT shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the CONSULTANT shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute 440. Should the CONSULTANT be exempt from this Statute, the CONSULTANT and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt CONSULTANT shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

**SECTION 16. NON-EXCLUSIVITY.**

16.1 This Agreement is non-exclusive. The City retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the City to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

**SECTION 17. ANTI-DISCRIMINATION.**

17.1 Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

**SECTION 18. SCRUTINIZED COMPANIES.**

18.1 Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

18.3 The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**SECTION 19. NO CONTINGENCY FEES.**

19.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**SECTION 20 AUTHORIZED WORK**

20.1 When work is ordered by the CITY the CONSULTANT shall prepare a Scope of Work ("Task Order"



for the requested task. The Task Order shall be executed by both parties.

## SECTION 20. E-VERIFY

20.1 Pursuant to Section 448.095(2), Florida Statutes, the CONSULTANT must:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.


(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day last signed below.

**LGL CONSULTING & EXECUTIVE ADVISORY GROUP, LLC**

**CITY OF NORTH MIAMI BEACH**

By:   
(Signature)

By:   
Arthur H. Sorey, III, City Manager

Name: Larry Georges-Lane  
(Print)

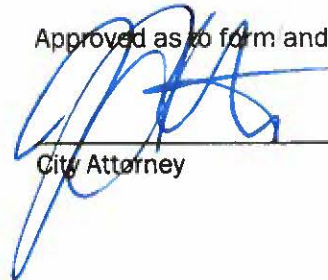
Date: 7/19/21

Title: CEO/Funder

 <sup>7/20/2021</sup>  
Attest: Andrise Bernard, City Clerk

Date: 7/19/21

Approved as to form and legal sufficiency:

  
City Attorney

## **Exhibit “A”**



EXHIBIT "A"

## **Proposed Statement of Work**

### **Scope of Services**

1.1 LGL Consulting and Executive Advisory Group will provide corporate mediation services between management and non-union employees/contractors in employee relations disputes. The services would include a wide range of alternative dispute resolution towards improved corporate or City culture. Mediation is a facilitated negotiation process in which a skilled third-party neutral assists parties in conflict to reach a mutually acceptable reconciliation of their workplace dispute. The proposed service would find a mediated solution that preserves the City’s viability. LGL Consulting will work one-on-one with management to help mitigate cultural risk and will provide the City, with consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as Services. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.

1.2 Statements of Work will be strategic documents setting forth at a minimum:

a. A complete, sufficiently detailed description of the types of Services to be rendered include:

- Effectively helping to resolve workplace conflicts to increase employee:
  - Retention
  - Satisfaction/engagement
  - Productivity

b. Any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written communication set shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from



the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the written communication.

1.4 Executive Staff of the City and LGL Consulting will review the status of the Services, Statement(s) of Work, invoices and estimates as may be required. A written data reports will be produced regarding the review. Both parties agree to execute and maintain copies of these data reports.

1. **Description of Services:**

Corporate Mediation (Employee Relations)

- a) 1x monthly manager/employee mediation session (where applicable)

*Please note: Breaches of organizational policies are not subject to mediation.*

2. **Monthly Retainer Rate (6-month interval)**

City of North Miami Beach monthly rate is \$1667.

The statement of work proposed effective date to begin July 1<sup>st</sup> 2021 through January 31<sup>st</sup> 2022.

Estimated total: \$10,000

3. **Additional Terms and Conditions:**

Monthly retainer due on 15<sup>th</sup> of each month