



City of Casselberry | Finance Department | Procurement Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | Fax: 407-262-7746

Tracking Number
RFQ-2015-0006

ADVISEMENT AND REPRESENTATION

AMENDMENT #2

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and Florida Strategic Advisors, Inc. ("FSA"), 379 Whitcomb Drive, Geneva, Florida 32732, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform advisement and representation as further described in Agreement RFQ-2015-0006, approved by the CITY COMMISSION, on June 22, 2015, between the CITY and the CONTRACTOR; and

WHEREAS, the CITY and the CONSULTANT have mutually agreed to modify this Agreement by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is for the CONTRACTOR to continue to provide and perform representation and government affairs consulting services in furtherance of the CITY's desire to seek funding for various projects and other policy initiatives. FSA and/or associates will represent and negotiate on behalf of the CITY, as needed, with members of Florida's Executive and Legislative branches of government, Florida Department of Transportation, MetroPlan Orlando, and any other entity deemed appropriate

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

1. Section 1 Term is hereby amended to read as follows:

SECTION 1 TERM

The term of this Agreement shall begin on July 1, 2019 and continue through June 30, 2020.

2. Section 2 Compensation is hereby amended to read as follows:

SECTION 2 COMPENSATION

- A. The amount to be paid under this Agreement for services rendered will not exceed Three Thousand and 00/100 Dollars (\$3,000.00) on or before the first day of each month.
- B. The compensation amount shall remain at an annual amount not to exceed THIRTY-SIX THOUSAND AND 00/100 Dollars (\$36,000.00).
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.



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3. Section 3 Public Records is hereby added as follows:

SECTION 3 PUBLIC RECORDS

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
1. Keep and maintain all public records required by the CITY to perform the services herein; and
 2. Upon request from the CITY's custodian of public records, 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 in Chapter 119, F.S. or as otherwise provided by law; and
 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 Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
 4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.
- C. 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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.



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4. Section 4 Sovereign Immunity is hereby added as follows:

SECTION 4 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

5. Section 5 City as a Municipal Corporation is hereby added as follows:

SECTION 5 CITY AS A MUNICIPAL CORPORATION

Nothing contained herein shall be interpreted to require the CITY as a municipal corporation to (i) take any action or refrain from taking any action that would be adverse to its status as a municipal corporation, or (ii) to take or refrain from taking any action not specifically required by this Agreement.

6. These changes shall be effective upon this Amendment being executed by both parties.
7. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW



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ADVISEMENT AND REPRESENTATION

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 12 day of May, AD 2019.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]
 James R. Newlon
 City Manager

FLORIDA STRATEGIC ADVISORS, INC. ("FSA")

By: [Signature]
 Print: Michelle Y. Ertel
 Title: President

STATE OF Florida
 COUNTY OF Seminole

The foregoing instrument was executed before me this 12 day of MAY, AD 2019, by Michelle Y. Ertel as President of the CONTRACTOR., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced [Signature] as identification.

[Signature]
 NOTARY PUBLIC, State of FLORIDA

 **Joe Pires**
 Comm. #GG326278
 Expires: August 17, 2023
 Bonded Thru Aaron Notary

GRAY | ROBINSON
ATTORNEYS AT LAW

Christopher L. Carmody
Attorney At Law
407-244-5649

CHRIS.CARMODY@GRAY-ROBINSON.COM

November 8, 2019

VIA EMAIL
Michelle Ertel
Florida Strategic Advisors
379 Whitcomb Drive
Geneva, FL. 32732
Michelle@MichelleErtel.com

Re: Engagement with GrayRobinson, P.A.

Dear Ms. Ertel:

Thank you very much for your interest in GrayRobinson, P.A. (“GrayRobinson” or “the Firm”). We appreciate the opportunity to provide governmental consulting services to Florida Strategic Advisors (“the Organization”). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm’s reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

You have asked the Firm to work with Florida Strategic Advisors as a consultant for The City of Casselberry. Chris Carmody will be the main point of contact for this representation.

Fees, Costs and Terms

In exchange for these services, Florida Strategic Advisors agrees to pay the Firm a flat \$1,500 per month through April 2020, and continuing month-to-month thereafter. Both Florida Strategic Advisors and the Firm have the right to terminate this contract with or without cause with thirty (30) days’ notice given.

All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Documented, out-of-pocket costs directly attributable to the performance of our work will be billed in addition to a monthly retainer, and these costs may include travel and other expenses incurred on the Organization’s behalf. No monthly costs that in the aggregate exceed \$300 will be incurred without the Organization’s prior approval.

BOCA RATON
301 EAST PINE STREET
SUITE 1400
FORT LAUDERDALE
FORT MYERS
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKELAND
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
ORLANDO, FLORIDA 32801
TALLAHASSEE
TAMPA
WASHINGTON, DC
WEST PALM BEACH
TEL 407-843-8880
FAX 407-244-5690
gray-robinson.com

Lobbyist Registration

Florida law requires that GrayRobinson's lobbyists must register with the State prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the State and the City of Orlando and lobbying may not occur prior to proper registration. The registration and fee cycle is the calendar year beginning January 1 and ending December 31. Therefore, Florida Strategic Advisors consents for the Firm's lobbyists to register to represent Florida Strategic Advisors, and the Organization agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive:** \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Lobbyist registration forms will be sent under separate cover following the execution of this agreement. By signing below, you agree to complete and return these forms, which are necessary to our representation of Florida Strategic Advisors during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until these forms are returned and properly filed with the State.

Compensation Reporting

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the State on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, Florida Strategic Advisors consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as local government representation, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Confidentiality

In order to ensure the candor and trust in our relationship that forms the basis of effective representation it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis. You may share information pertaining to our representation of you with your other consultants and

representatives except for any information we specifically deem to be confidential, either verbally or in writing.

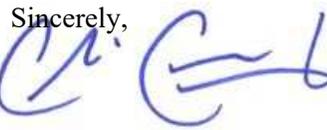
Distinguishing Between Lobbying and Legal Services; Conflicts

GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our firm.* If legal services are required by Florida Strategic Advisors, we will enter into a separate engagement.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an “ethics wall” to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2019. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,


Christopher L. Carmody



For: Florida Strategic Advisors

February Date

Attached: Additional Understanding Regarding Representation
Privacy Policy

Additional Understanding Regarding Representation

Payment of Invoices

In the event that our invoices are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement and/or to pursue our other remedies, including the right to charge you interest of 1½% per month for any invoice which has not been paid within 30 days of the date the invoice is mailed or emailed to you. We also reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

Electronic Data

This will serve as our disclosure that the Firm does presently and will continue to maintain confidential and privileged information in electronic form. This practice will be followed in our work on this matter. The Firm does take measures that it understands to be reasonable and consistent with current business practices to protect that information.

Outcome or Result

We will strive to do our best to meet your needs in this and other any matter we subsequently undertake for you. Either at the commencement, or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney, consultant or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. We cannot and do not make any representations, warranties or guarantees concerning the outcome of this or any representation we undertake. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

File Retention

Following the termination of the representation/engagement, any otherwise nonpublic information you have supplied to the Firm (unless previously removed or destroyed by specific request) will be retained by us and kept confidential in accordance with applicable rules of professional conduct, and the Firm reserves the right to send such materials to off-site storage at any time. Any retrieval of material once the file is closed may incur an expense for which you will be responsible. The Firm's retention policy provides that we retain stored and closed files for a period of ten (10) years after which they may be destroyed. Thus, if there are any documents which you need from those we possess, we recommend that you obtain them at the conclusion of our work on this matter. Failure to do so will waive and indemnify the Firm from any liability for the destruction of materials.



PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of GrayRobinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this law firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.



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ADVISEMENT AND REPRESENTATION

AMENDMENT #1

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WITNESSETH:

WHEREAS, the CITY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform advisement and representation as further described in Agreement RFQ-2015-0006, approved by the CITY COMMISSION, on June 22, 2015, between the CITY and the CONTRACTOR; and

WHEREAS, the CITY and the CONSULTANT have mutually agreed to modify this Agreement by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is for the CONTRACTOR to continue to provide and perform representation and government affairs consulting services in furtherance of the CITY's desire to seek funding for various projects and other policy initiatives. FSA and/or associates will represent and negotiate on behalf of the CITY, as needed, with members of Florida's Executive and Legislative branches of government, Florida Department of Transportation, MetroPlan Orlando, and any other entity deemed appropriate

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

1. Section 1 Term is hereby amended to read as follows:

SECTION 1 TERM

The term of this Agreement shall begin on July 1, 2018 and continue through June 30, 2019, and may be extended when in the best interest of the CITY.

2. Section 2 Compensation is hereby amended to read as follows:

SECTION 2 COMPENSATION

- A. The amount to be paid under this Agreement for services rendered will not exceed Three Thousand and 00/100 Dollars (\$3,000.00) on or before the first day of each month.
- B. The compensation amount shall remain at an annual amount not to exceed THIRTY-SIX THOUSAND AND 00/100 Dollars (\$36,000.00).
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CONTRACTOR has appropriately addressed the problem.

3. Section 3 Public Records is hereby added as follows:

SECTION 3 PUBLIC RECORDS

A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

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2. Upon request from the CITY's custodian of public records, 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 in Chapter 119, F.S. or as otherwise provided by law; and
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 Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.

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C. 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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.



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5. Section 5 City as a Municipal Corporation is hereby added as follows:

SECTION 5 CITY AS A MUNICIPAL CORPORATION

Nothing contained herein shall be interpreted to require the CITY as a municipal corporation to (i) to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation, or (ii) to take or refrain from taking any action not specifically required by this Agreement.

6. These changes shall be effective upon this Amendment being executed by both parties.
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ADVISEMENT AND REPRESENTATION

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, AD 2018.

CITY OF CASSELBERRY, FLORIDA

By: _____
 James R. Newlon
 City Manager

FLORIDA STRATEGIC ADVISORS, INC. ("FSA")

By: Michelle Y. Ertel
 Print: Michelle Y. Ertel
 Title: President

STATE OF Florida
 COUNTY OF Seminole

The foregoing instrument was executed before me this 17 day of April, AD 2018, by Michelle Y. Ertel as President of FLORIDA STRATEGIC ADVISORS, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Charlene M. Pike
 NOTARY PUBLIC, State of Florida

