

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MARGATE
AND
RONALD L. BOOK P.A.
STATE LOBBYING SERVICES

THIS AGREEMENT is made between **RONALD L. BOOK P.A.** (hereinafter the ("Provider")), and the **CITY OF MARGATE, FLORIDA**, a Florida municipal corporation, {hereinafter the "City"}. Provider and City may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, in 2017 the City of Margate issued LOI No. 2017-023 for the purpose of procuring State Lobbying Services; and

WHEREAS, at that time, Ronald L. Book PA (Book) submitted a proposal that was ranked first, and then was the selected firm, and then ratified by the Margate City Commission; and

WHEREAS, the City of Margate has chosen to enter into a Professional Service Agreement with Book; and

WHEREAS, the City of Margate wishes to retain the services of Book to continue with State Lobbying Services for a term of two years with three, one year renewals.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

I. **Scope of Services/Deliverables**

1.1 The Provider shall furnish the professional services to the City as set forth in Exhibit "A," which is attached to this Agreement and incorporated herein and made a part hereof by this reference.

1.2 The "Scope of Service" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date**

2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for two (2) years from the date of execution of Agreement, and three, one year renewals, unless earlier terminated in accordance with Paragraph 7. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within this original Agreement. Continuation of the Agreement beyond the initial term and the optional years, is a City prerogative, and not a right of the Provider.

2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment

3.1 The Provider shall be compensated in the following manner:

An annual amount of FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) payable in twelve equal installments of \$4,166 regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services (the "Fee"). Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. Provider shall submit its bill[s] for payment in a form approved by the City, The bill[s] shall identify the services completed and the amount charged.

3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. City's Responsibilities

4.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

4.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

5. Provider's Responsibilities

5.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional fireworks display provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Provider's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this Agreement.

6. Conflict of Interest

6.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.). with regard to any City related matter.

7. Termination

7.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.

7.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

7.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination. provided that the Provider has first complied with the provisions of Paragraph 7.4.

7.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

7.5 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, they must provide the City with one- hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.

8. Insurance

8.1 The Provider shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Provider to operate its business.

8.2 The City may require proof of the aforementioned insurance prior to the commencement of the Services. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

9. Non-Discrimination

9.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

10. Attorneys' Fees and Waiver of Jury Trial

10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. Indemnification.

11.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out to related to, or in any way connected with Provider's performance or non-performance of this Agreement This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

11.2 The provisions of this section shall survive termination of this Agreement

11.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

12. Notices/Authorized Representatives

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Samuel A. May
City Manager
City of Margate, Florida
5790 Margate Blvd.
Margate, Florida 33063

For the Provider: Ronald L. Book, P.A.
18851 N. E. 29 Avenue
Suite 1010
Aventura, Florida, FL 33180

13. Governing Law

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Broward County, Florida, or the Southern District of Florida.

14 Entire Agreement/Modification/Amendment

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15 Ownership and Access to Records and Audits

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

15.2 The City Manager or his designee shall during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

15.3 CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR 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.

15.4 Upon request from the CITY custodian of public records, CONTRACTOR 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.

15.5 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.

15.6 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 the CONTRACTOR shall be delivered by the CONTRACTOR to the CITY MANAGER, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR 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, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

15.7 Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

15.8 CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records: JOSEPH KAVANAGH, CITY CLERK

**Mailing address: 5790 Margate Boulevard
Margate, FL 33063**

Telephone number: 954-935-5325

Email: JKAVANAGH@MARGATEFL.COM

16 Non-assignability

16.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

17 Severability

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by Law.

18 Independent Contractor

18.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19 Compliance with Laws

19.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

20 Non-Collusion

20.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

21 Truth in Negotiating Certificate

21.1 Provider hereby certifies. covenants, and warrants that wage rates and other factual unit

costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

22 Waiver

22.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23 Survival of Provisions

23.1 Any terms or conditions of either this Agreement that require acts beyond the date of the terms of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24 Prohibition of Contingency Fees

24.1 The Provider warrants that it has not employed or retained any company person, other than a bona fide employee working solely for the Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25 Force Majeure

25.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

26 Counterparts

26.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**THIS SPACE INTENTIONALLY LEFT BLANK.
SIGNATURES TO FOLLOW**

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

City of Margate

Arlene R. Schwartz, Mayor

Date

Samuel A. May, City Manager

Date

Approved as to Form and Legal Sufficiency for the Use and Reliance of the City of Margate Only:

Ronald L. Book

Ronald L. Book, President

Date

Exhibit "A"

Proposal and Scope of Services

Provider under the terms of this Agreement shall:

- 1) Provide State Lobbying Services for the City of Margate during the 2018-2019 Legislative Sessions. Upon renewal options, provide state lobbying services during the 2020, 2021 and 2022 Legislative Sessions.
- 2) Provide weekly updates to the Mayor and City Commissioners during the Legislative Sessions of States Bills that may impact the City of Margate
- 3) Appear before the City Commission at the end of the Legislative Session and provide an oral report of the outcome.
- 4) Keep City Administration informed of any issues that may arise during the Session.