

## CONTRACT AGREEMENT

**THIS AGREEMENT**, made as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CAPITAL HILLS CONSULTANTS, INC., represented by DAVID K. SIGERSON, JR., Esq., General Counsel and Chief Governmental Consultant ("CONSULTANT"), and the CITY OF MARGATE, FLORIDA ("CITY").

IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **SERVICES:** CONSULTANT shall provide the CITY with lobbying, consulting and monitoring services with respect to the Florida Legislature, Broward County Legislative Delegation, Broward County Commission and the Broward County School Board on various state and local issues as directed by the Margate City Commission or through its City Manager or his designee. State and local issues may include but are not limited to: Law Enforcement Services Assessment legislation; preservation of local government home rule; any legislative attempts to limit or reduce local governments' ability to raise revenue or to impose unfunded mandates; legislation affecting CRAs; personnel and retirement issues; growth management; comprehensive planning and transportation; hurricane preparedness and emergency management; state and local grants and appropriations requests; Seminole Casino development impact on the City, and other state or local legislative issues as directed by the CITY. Services by CONSULTANT shall include but are not to be limited to the following activities:

- Consult with CITY staff regarding the needs of the City of Margate;
- Research and analyze proposed legislation and budgets for their impact on the City of Margate;
- Assist CITY staff in the preparation of the City of Margate Legislative Priorities;
- Represent the CITY at appropriate legislative committee meetings and general sessions of the State Legislature;
- Review and analyze all local bills for any direct or indirect impact on the City of Margate;
- Attend and represent the City of Margate at meetings of the Broward County Legislative Delegation;
- Arrange appointments for and accompany members of the Margate City Commission while in Tallahassee to advocate for the legislative positions of the CITY;
- Provide periodic written reports and from time to time attend City Commission meetings to provide updates on legislative issues;
- Provide an end-of-session report on pertinent final legislative actions to CITY staff and City Commission; and
- Perform such other lobbying tasks at the county or state level as the City Commission and staff deem appropriate.
- Lobby for passage or defeat of bills before the state legislature in accordance with the City of Margate's legislative priorities or as otherwise directed by the City.

2. **TERM OF CONTRACT:** CONSULTANT shall provide the CITY with such services for an initial period of twelve (12) months, with three one-year additional terms, the initial term of which shall extend from October 1, 2016 through September 30, 2017. The additional one-year terms shall renew automatically for the same contract rate, unless the City Commission by a majority vote acts to notify CONSULTANT 60 days prior to the termination date of the applicable contract term that the contract is not being renewed. Such non-renewal shall not preclude CONSULTANT from applying for a new contract.

3. **CONSIDERATION:** The CITY shall pay CONSULTANT \$40,000 per year for such services for the period as stated herein, with such fees to be paid as follows: \$3,333.33 per month with the initial payment due and payable within ten (10) days from the execution of this contract, or by October 5, 2016, whichever is the later date, and thereafter by the 5<sup>th</sup> day of each month upon submission of a written invoice.
4. **EXTRAORDINARY EXPENSES:** Any such expenses must first be approved by the CITY and shall be invoiced at the time of such expenses. Such expenses shall be limited to travel expenses incurred specifically on behalf of CITY business.
5. **INDEPENDENT CONTRACTOR:** CONSULTANT is at all times and shall remain an Independent Contractor, solely responsible for the manner and method of completing its work under this Agreement.
6. **LAWS AND REGULATIONS; INDEMNIFICATION:** CONSULTANT shall comply with all laws related to its work under this Agreement. CONSULTANT agrees to defend, indemnify and hold the CITY harmless from any claim, suit, loss, judgment, cost, damage, expense (including without limitation attorney's fees) or liability arising from the CONSULTANT'S performance of services under this Agreement.
7. **ASSIGNMENT:** Neither this Agreement nor any duty, interest, or right hereunder shall be assigned by CONSULTANT without the prior approval of the CITY. CONSULTANT further agrees that DAVID K. SIGERSON, JR., Esq. will continue to be the firm's lobbyist primarily responsible for the performance of the duties outlined pursuant to this contract.
8. **CONFLICTS OF INTEREST AND LIMITS ON REPRESENTATION:** CONSULTANT agrees that it will not represent any clients that have a conflict of interest with the legislative interests of the CITY unless the CITY grants CONSULTANT a waiver, in writing. CONSULTANT further agrees that he will not represent any clients or outside interests in front of the City Commission. CONSULTANT will disclose on an addendum to this Agreement his other legislative clients and state whether there are any conflicts of interest with the interests of the CITY. CONSULTANT shall notify CITY in writing of any additional clients when they are added.
9. Upon thirty (30) days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY'S convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the contract is being terminated for the convenience of CITY under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
10. **Venue:** This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

11. Waiver of Jury Trial: The parties to this Agreement knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statement (whether verbal or written) or the actions or inactions of any party.
12. No Waiver: No waiver of any provision, covenant or condition of this Agreement or of the breach of any provision, covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.
13. Entire Agreement: This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and there are no other promises; representations, or warranties affecting it.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

**David K. Sigerson, Jr., Esq.**  
**General Counsel & Chief Governmental Consultant**  
**for Capital Hills Consultants, Inc.**

**City of Margate**

**BY:** \_\_\_\_\_  
David K. Sigerson, Jr., Esq.  
2410 Van Buren Street  
Hollywood, Florida 33020

**BY:** \_\_\_\_\_  
Tommy Ruzzano, Mayor  
5790 Margate Boulevard  
Margate, Florida 33023

**BY:** \_\_\_\_\_  
Douglas E. Smith, City Manager

Reviewed and approved as to form:

**BY:** \_\_\_\_\_  
Douglas R. Gonzales, City Attorney