

**AGREEMENT  
BETWEEN  
THE CITY OF MIRAMAR  
AND  
RONALD L. BOOK P.A.  
FOR  
STATE LOBBYING SERVICES**

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MIRAMAR**  
**AND**  
**RONALD L. BOOK P.A.**  
**STATE LOBBYING SERVICES**

THIS AGREEMENT is entered into this 1 day of November, 2016, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

RONALD L. BOOK P.A. a Florida Professional Association, with its principal business address located at 18851 N.E. 29<sup>th</sup> Avenue, Suite 1010 Aventura, FL 33180, hereinafter referred to as "BOOK".

**WHEREAS**, the City issued Request for Proposals No. 16-04-25 for State Lobbying Services; and

**WHEREAS**, the Book was determined to be the highest evaluation scoring, responsive, responsible Proposer and whose Proposal was most advantageous to the City; and

**WHEREAS**, on 1 day of November, 2016, the City Manager approved the award of RFP No. 16-04-25, to Book.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Book agree as follows:

**SECTION 1**  
**SCOPE OF SERVICES**

Book agrees to provide the following Services to the City during the term of this Agreement.

A. Review on a continuing basis all existing and proposed State of Florida policies, programs and legislation affecting the City. Identify those issues that may affect the City or its citizens, and regularly inform the City as to such matters, both orally and in writing. Provide legislative expertise and consulting services.

B. Review the legislative policy statements of other governments and lobbying groups for the purpose of identifying issues, which may either positively or negatively affect the City.

C. Monitor, analyze and track authorizations and appropriation bills and recommend appropriate strategies.

D. Assist the City Commission, City Attorney, City Manager and staff in the coordination and development of the City's legislative program. These issues may include: public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, affordable housing, economic development, revenue enhancement, mandates and other issues.

E. Monitor State of Florida legislative committee meetings, agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as others that may arise that affect the City.

F. Develop and evaluate strategy for support, opposition or amendment of pending legislation.

G. Meet with members of legislative bodies (county, state and federal), agencies and staff as may be required to secure designated authorizations, appropriations or amending bill language as necessary.

H. Testify and lobby before the State of Florida Senate, House of Representatives, executive branch and cabinet as necessary on behalf of the City during the annual legislative sessions, extended or special sessions(s) at legislative committee meetings and during floor debate in both houses of the State of Florida's government.

I. Appear and testify before State agency hearings, rulemaking proceedings and other administrative agency or legislative meetings, as required, to promote,

oppose, and seek passage of legislation or rules affecting the City or its citizens, and specific legislation contained in the City's legislative program.

J. Upon request, coordinate appointments/meetings between the City Commission or other City staff and appropriate State officials and legislators.

K. Prepare and submit reports that may include but are not limited to: personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other State policies or programs that affect the City and its citizens, either directly or indirectly. Written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that the City Commission or City staff may implement. A report summarizing the status of the City's legislative priorities shall be provided within one week of the closing of the regular or extended session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed 30 days from the close of session.

L. Prepare and submit periodic written reports (at least monthly) during those months that the State of Florida Senate and House of Representatives is not in session on issues of interest or concern to the City. Such information may include but is not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

M. Upon request by the City, assist the City in identifying and coordinating applications and obtaining State of Florida grants. The Successful Proposer is not expected to prepare grant applications.

O. Maintain good working relationships with representatives of various state departments and agencies.

P. Perform other duties related to legislation as may be requested by the City.

The foregoing Scope of Services shall not be deemed to be all-inclusive and may be changed from time to time by the City Manager.

This Agreement is subject to the scope of services, terms, conditions and requirements of City of Miramar Request for Proposals No. 16-04-25 ("RFP")., the Book's Proposal, as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the RFP and the Proposal, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the RFP; terms of the Proposal.

## **SECTION 2** **COMPENSATION**

In consideration for the Services to be provided by Book, the City agrees to pay Book a fee of \$60,000.00 per year for services rendered in accordance with the terms and conditions outlined in this Contract and the scope of services outlined in the RFP. Shall be payable on a monthly basis within 30 calendar days following submission of an invoice by the Book to the City. In the event of City's termination of this Contract prior to the end of the Contract Term pursuant to Section 4 or Section 7, City shall pay Book on a pro-rata basis for the Services performed by Book prior to the City's termination of this Contract.

## **SECTION 3** **TERM OF CONTRACT**

The term of this Agreement shall be for a period of two years (2) commencing on the date on which this Contract has been signed by both parties, unless terminated earlier pursuant to Section 4 of this Agreement, with three (3) one year options to renew. Renewal may be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Consultant prior to the expiration date of the existing Contract or any valid extension thereof. In addition to any renewal, the Chief Procurement Officer may authorize up to a 90 day extension of this Contract in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Contract, for operational purposes only, for a maximum of 180 days

## **SECTION 4** **CONFLICTS**

The Proposer shall not take on any client or matter that would jeopardize the Proposer's ability to devote the time, resources, and efforts necessary to fulfill its obligations to the City. If any unforeseen conflicts of interest arise, Proposer will notify the City promptly and make every effort to resolve such conflicts as soon as possible and on mutually agreed upon terms. Payment by the City to Proposer shall be suspended for the period of conflict, in addition to any other remedies available to City. The Proposer shall not be prohibited from representing or providing like services to other persons and entities other than the City, so long as the Proposer shall avoid any representation or relation which would create an adversarial position or conflict of interest, as determined by the City Manager.

**SECTION 5**  
**TERMINATION OF CONTRACT**

City may terminate this Contract for convenience by giving the Book 30 days' written notice. City may terminate this Contract for cause after giving Book five days' written notice, at which time Book shall cease performing Services for the City. The termination of this Contract shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Contract.

**SECTION 6**  
**INDEPENDENCE**

Book is an independent contractor under this Contract. Services provided by Book shall be by employees of Book and subject to supervision by Book, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Contract shall be the sole responsibility of Book. Book shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

**SECTION 7**  
**INDEMNIFICATION / HOLD HARMLESS CLAUSE**

Book shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Book, its respective officials, agents, employees or sub Books in the Book's performance of Services pursuant to this Contract.

**SECTION 8**  
**NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Contract, with the exception of the first year, then the City, upon written notice to Book of such occurrence, shall have the unqualified right to terminate this Contract without any penalty or expense to the City.

**SECTION 9**  
**INSURANCE**

Book shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below, and the City of Miramar shall be named as an additional insured on such policies.

Book shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

<b><u>General Liability</u></b> <b><u>Employer's Liability</u></b>	<b><u>Per Occurrence</u></b> <b>\$ 500,000</b>	<b><u>Aggregate</u></b> <b>\$1,000,000</b>
---	---	---

**Workers' Compensation**  
**Statutory Amount**

This Contract shall not be deemed approved until the Book has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City of Miramar shall approve such certificates prior to the performance of any services pursuant to this Contract.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Employer's Liability insurance policies shall be endorsed to add the City of Miramar as an Additional Insured. The Book's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Book shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

**SECTION 10**  
**MISCELLANEOUS**

Book shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

**SECTION 11**  
**AUDIT RIGHTS**

The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Book under this Contract, audit, or cause to be audited, those books and records of Book which are related to Book's performance under this Contract. Book agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Contract.

**SECTION 12**  
**AMENDMENTS AND ASSIGNMENT**

12.1 This Contract constitutes the entire agreement between Book and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Contract supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Contract.

12.3 Book shall not transfer or assign the performance of Services called for in the Contract without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

**SECTION 13**  
**GOVERNING LAW AND VENUE**

This Contract shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Contract shall be in Broward County, Florida.

**SECTION 14**  
**NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:



FOR BOOK:

---

FOR CITY:

Kathleen Woods-Richardson  
City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3117  
Facsimile: (954) 602-3550

With a copy to:

Jamie A. Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Facsimile: (954) 764-7770

**SECTION 15**  
**NON-DISCRIMINATION**

Book represents and warrants to the City that Book does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Book's performance under this Contract on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Book further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Contract.

**SECTION 16**  
**PUBLIC RECORDS**

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of 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, Florida Statutes, or as otherwise provided by law.
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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. 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.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

**SECTION 17**  
**HEADINGS, CONFLICT OF PROVISIONS,**  
**WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract. In the event of conflict between the terms of this Contract and any terms or conditions contained in any attached documents, the terms of this Contract shall prevail. No waiver or breach of any provision of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

**SECTION 18**  
**SEVERABILITY**

If any provision of this Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**SECTION 19**  
**SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect upon termination of this Contract.

**SECTION 20**  
**ENTIRE AGREEMENT**

This Contract represents the entire and integrated agreement between the City and Book and supersedes all prior negotiations, representations or agreements, either written or oral.

**SECTION 21**  
**JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Contract has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

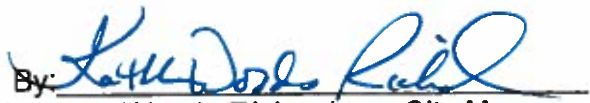
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by the Book, by and through its \_\_\_\_\_, attested to and duly authorized to execute same.

CITY


ATTEST:

CITY OF MIRAMAR

  
Denise Gibbs, City Clerk


By:   
Kathleen Woods-Richardson, City Manager  
Dated: November 1, 2016

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

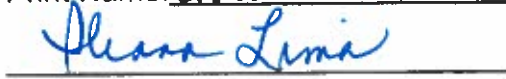
RM   
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.

BOOK

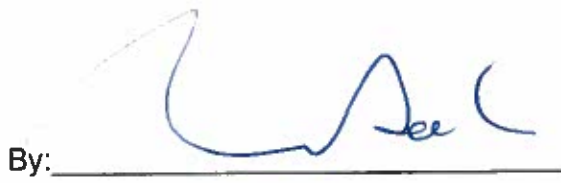
WITNESSES:



Print Name: Genevieve FABIUS



Print Name: ILEANA LIMA

By: 

Date: 9/20/16