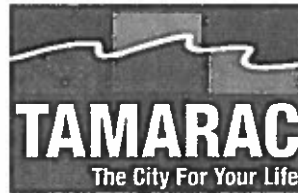


OFFICE OF THE
CITY MANAGER



Michael C. Cernech
CITY MANAGER

January 21, 2016

Ronald L. Book, P.A.
2999 NE 191 Street – PH6
Aventura, FL 33180

Dear Mr. Book:

I am pleased to advise you that at its meeting of January 13, 2016, the Tamarac City Commission approved a Resolution authorizing the execution of Amendment #13 to the Agreement between the City of Tamarac and Ronald L. Book for lobbying services. Enclosed is an original fully executed agreement along with a copy of the resolution for your records.

It is important that there will be frequent communication on issues of mutual interests. The City looks forward to working with you again this coming year.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael C. Cernech".

Michael C. Cernech
City Manager

/rkt
Encs.

C: Pat Teufel, City Clerk

"Committed to Excellence... Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3510 | F: 954.597.3520

EQUAL OPPORTUNITY EMPLOYER

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016- 06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; APPROVING AMENDMENT #13 TO THE AGREEMENT BETWEEN THE CITY OF TAMARAC AND RONALD L. BOOK, P.A., FOR LOBBYING SERVICES, EXTENDING THE AGREEMENT FOR ONE YEAR THROUGH JANUARY 26, 2017, AT A COST NOT TO EXCEED FIFTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$59,400.00) PER YEAR; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AMENDMENT TO THE AGREEMENT FOR LOBBYING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Commission has expressed its interest in retaining the services of a qualified professional lobbyist to represent the City of Tamarac's legislative, administrative and funding interests at the Federal, State and Local levels; and

WHEREAS, the City of Tamarac entered into an Agreement with Ronald L. Book, P.A. on September 11, 2002, (a copy of said agreement is on file in the office of the City Clerk), providing for said lobbying services for a one (1) year period; and

WHEREAS, the City of Tamarac has amended the Agreement annually providing for continuation of lobbying services; and

WHEREAS, the existing agreement is in effect through January 26, 2016 and provides that the parties may terminate, renew and/or renegotiate the agreement; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and execute Amendment #13 to the Agreement between the City of Tamarac and Ronald L. Book, P.A. providing for Lobbying Services at a cost not to exceed \$59,400 extending the agreement through January 26, 2017, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The appropriate City Officials hereby approve Amendment #13 to the Agreement between the City of Tamarac and Ronald L. Book, P.A., providing for lobbying services at a cost not to exceed \$59,400, extending the agreement through January 26, 2017.

SECTION 3: The appropriate City Officials are hereby authorized to execute the Amendment to the Agreement for Lobbying Services between the City of Tamarac and Ronald L. Book P.A., attached hereto as Exhibit "A".

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or

application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 13th day of January, 2016.



HARRY DRESSLER, MAYOR

ATTEST:



PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR DRESSLER Yes
DIST 1: COMM. BUSHNELL Yes
DIST 2: COMM. GOMEZ Yes
DIST 3: VICE MAYOR GLASSER Yes
DIST 4: COMM. PLACKO Yes

I HEREBY CERTIFY THAT I HAVE APPROVED THIS RESOLUTION AS TO FORM



SAMUEL S. GOREN
CITY ATTORNEY

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

RONALD L. BOOK, P.A.

THIS AGREEMENT is made and entered into this 11th day of September 2002 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Avenue, Tamarac, Florida 33321 (the "City") and Ronald L. Book, P.A. a Corporation with principal offices located at 2999 NE 191 Street, PH 6, Aventura, Florida 33180 (the "Consultant") to provide for Lobbyist Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract, specifications, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to the Agreement or repeated therein.

2) Scope of Work

Working in consultation and conjunction with the City Manager and/or his designee, the following are areas of general responsibility for the lobbyist:

- a. Contact and communicate with agencies and officers of Federal and State government as directed by City Manager.
- b. Establish and maintain liaisons with Federal and State agencies, officers and elected officials.
- c. Obtain and provide information and data relating to all matters concerning the specific interests of the City of Tamarac.
- d. Monitor Federal and State legislation and rule-making processing by Federal and State agencies (whether pending, introduced or initiated during the term of this contract) which impact the operation, revenues and/or required expenditures of the City as discovered by the Proposer or as directed by City Manager.

- e. Act as an official representative of the City with members of the Federal and State delegations, governmental agencies and persons involved in governmental affairs affecting the City as directed and authorized by City Manager.
- f. Arrange meetings with Federal and State legislators for City Commissioners and City staff as necessary, and be prepared to participate in said meetings as required.
- g. Lobby on behalf of City-sponsored legislation and on specific bills and issues as directed by City Manager.
- h. Assist the City of Tamarac in identifying funding opportunities.
- i. Assist the City of Tamarac in obtaining Federal and State permits and appropriations.
- j. Submit monthly reports to City Manager that reflect progress toward accomplishing the objectives of the City. During the legislative sessions, weekly reports will be required unless City Manager determines otherwise.
- k. Appear before the City Commission during a regularly scheduled workshop, to report on legislative activity, at least once per quarter or as directed by the City Manager.
- l. Provide specific recommendations on Federal and State legislative and administrative action.

3) Time of Commencement and Performance Evaluation

The term of this Agreement shall be for one year beginning upon approval and execution by the City Commission. Upon expiration of this term, the parties may choose to terminate, renew and/or re-negotiate the Agreement by written agreement signed by the parties hereto for a term to be set in the renewal agreement.

Thirty days prior to renewal or at a specific date and time determined by the City, the Consultant will present a report outlining specific accomplishments, which were of benefit to the City during the preceding contract term and expectations for future year accomplishments. The annual performance evaluation process will incorporate this information as well as the quality and timeliness of reports as outlined in Paragraph 2.

If the results of the Performance Evaluation are positive, the City of Tamarac Commission may consider an increase in compensation to take effect in the renewal Agreement.

4) Contract Sum

Consultant shall perform the services described in Paragraph 2. Upon satisfactory performance of said services described in Paragraph 2, the City will pay Consultant an amount of Thirty-Five Thousand and no/100----(\$35,000.00) annually, payable in eleven monthly installments of \$2,916.66 with a final installment of \$2,916.74.

5) Payments

Payment will be made monthly upon completion, delivery, and acceptance by the City of the written report as detailed in Paragraph 2 and submission of an invoice for said report. Consultant shall not incur costs for performance of services under this Agreement in excess of said amount without the prior written authorization of the City Manager or designee.

6) Insurance

Consultant shall obtain at Consultant's expense all necessary insurance in such form and amount as required by the City's Risk and Safety Officer before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant shall provide to the City's Risk and Safety Officer certificates of all insurances required under this section prior to beginning any work under this Agreement. The Consultant will ensure that all subconsultants comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

Consultant shall indemnify and hold the City harmless for any damages resulting from failure of the Consultant to take out and maintain such insurance. Consultant's Liability Insurance policies shall be endorsed to add the City as an additional insured. Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultant's Liability Insurance policies.

7) Indemnification

The Consultant shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with the work performed by the Consultant or its officers, employees, agents, subConsultants, or independent Consultants, excepting only such damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8) Non-Discrimination

The Consultant agrees not to discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Consultant further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

9) Independent Consultant

Consultant is an independent Consultant under this Agreement. Personal services provided by the Consultant shall be by 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 and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

10) Assignment and Subcontracting

Consultant shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

11) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the same address.

CONSULTANT

Ronald L. Book, P.A.
2999 NE 191 Street, PH 6
Aventura, Florida 33180

12) Termination

This Agreement may be terminated by City or Consultant for cause or by the City for convenience, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the City against loss pertaining to this termination.

13) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

15) Signatory Authority

The Consultant shall provide the City with copies of requisite documentation evidencing that the signatory for Consultant has the authority to enter into this Agreement.

16) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The nonenforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17) Merger; Amendment

This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Tamarac, through its Mayor and Ronald L. Book duly authorized to execute same.

CITY OF TAMARAC

Joe Schreiber
Joe Schreiber, Mayor

Date: 9/18/02

Jeffrey L. Miller
Jeffrey L. Miller, City Manager

Date: 9/18/02

ATTEST:

Marion Swenson
Marion Swenson, CMC
City Clerk

Date: 9/19/02

Approved as to form and legal
Sufficiency:
Mitchell S. Kraft 9/17/02
Mitchell S. Kraft, City Attorney

ATTEST:

Sheri Himelstein
Signature

Sheri Himelstein
Type/Print Name

RONALD L. BOOK, P.A.

Ronald L. Book
Signature

Ronald L. Book
Type/Print Name of Consultant


Date: 7/31/02

ACKNOWLEDGEMENT

STATE OF FLORIDA :
COUNTY OF MIAMI-DADE :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ronald L. Book, an individual, to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this 31 day of JULY, 2002.

Jeff Moll
NOTARY PUBLIC, State of Florida at
Large


(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- () Personally known to me or
- () Produced Identification

Type of I.D. Produced

() DID take an oath, or () DID NOT take an oath