

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT**

(Piggyback Agreement – City of Ft. Lauderdale Contract No. 125-11001-2)

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this 1 day of February, 2014 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125<sup>th</sup> Street, North Miami, FL 33161 (“City”) and **Ronald L. Book, P.A.**, a for profit corporation registered and authorized to do business in the State of Florida, having its principal office at 18851 NE 29<sup>th</sup> Avenue, Suite 1010, Aventura, FL 33180 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

**RECITALS**

**WHEREAS**, the City of Ft. Lauderdale, Florida (“Ft. Lauderdale”), issued the *State Legislative Lobbyist Services Bid 125-11001* (“IFB” or “RFP”), seeking bid/proposal responses from qualified insured and bonded proposers to provide State of Florida Legislative Lobbyist Services, including representing and advocating Ft. Lauderdale’s positions on issues considered by the Governor, administrative agencies, State Legislature and their committees, in accordance with the technical specifications, terms and conditions contained in the IFB (“Services”); and

**WHEREAS**, the Contractor submitted its bid in response to the IFB and was competitively selected as having established the rates, qualifications, and references most advantageous to Ft. Lauderdale; and

**WHEREAS**, on June 20, 2013, Ft. Lauderdale entered into an agreement with Contractor for the provision of Services through October 1, 2014, including two (2) additional one-year renewal options; and

**WHEREAS**, the City administration has identified the necessity of obtaining Services on behalf of the City, as an important element in the proper and responsible function and administration of City government and for the rendition of services, affecting the public health, safety and welfare; and

**WHEREAS**, on October 23, 2007, the Mayor and City Council of the City of North Miami, adopted Ordinance 1244, which authorizes the City Manager to approve the purchase of supplies, goods and/or services from current contracts of other governmental entities (“piggyback”), such as Ft. Lauderdale; and

**WHEREAS**, Contractor is willing to provide Services to the City at the same favorable terms, conditions and rates extended to Ft. Lauderdale; and

**WHEREAS**, the City Manager has determined that it is in the City’s best interest to enter into this Agreement with Contractor for the provision of the aforementioned Services on behalf of the City.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 Ft. Lauderdale's *State Legislative Lobbyist Services Bid 125-11001*, attached hereto by reference;

2.1.2 Contractor's bid/proposal delivered to Ft. Lauderdale in response to the IFB, attached hereto as "Exhibit A";

2.1.3 Ft. Lauderdale's contract for State Legislative Lobbyist Services as executed by Contractor on October 29, 2012, attached hereto as "Exhibit B";

2.1.4 Ft. Lauderdale's letter regarding the extension of its contract with Contractor through October 1, 2014, dated June 20, 2013, attached hereto as "Exhibit C";

2.1.5 Any additional documents which are required to be submitted in the provision of Services.

**ARTICLE 3 - TERM OF AGREEMENT**

3.1 The Parties agree that subject to authorized adjustments, the Term of Agreement shall be a period of one (1) year, from the date this Agreement is executed ("Initial Term").

3.2 Following the Initial Term, the City shall have two (2) one-year options to renew the Agreement in writing, on a year-by-year basis.

3.3 Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to timely perform Services or any portion thereof, the City may request that the Contractor, within a reasonable period of time, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

#### **ARTICLE 4 - COMPENSATION**

4.1 The City agrees to pay Contractor an amount not to exceed Sixty Thousand Dollars (\$60,000.00) per year, for the provision of Services.

#### **ARTICLE 5 - SCOPE OF SERVICES**

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services and expertise necessary for the provision of Services on behalf of the City, in accordance with the terms, conditions and specifications contained in the Contract Documents.

5.2 Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

#### **ARTICLE 6 - INDEPENDENT CONTRACTOR**

6.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

6.2 Contractor agrees and understands that: (i) any and all Subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of Subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

#### **ARTICLE 7 - CONFLICTS OF INTEREST**

7.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

7.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any

personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 8 - DEFAULT**

8.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 9- NOTICES**

9.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor:            Ronald L. Book, P.A.  
                                  Attn: Ronald L. Book, Esq.  
                                  18851 NE 29<sup>th</sup> Avenue, Suite 1010  
                                  Aventura, FL 33180  
                                  Phone: (305) 935-1866  
                                  Fax: (305) 935-9737

To City:                    City of North Miami  
                                  Attn: City Manager  
                                  776 N.E. 125<sup>th</sup> Street  
                                  North Miami, Florida 33161

With a copy to:            City Attorney  
                                  City of North Miami  
                                  776 N.E. 125<sup>th</sup> Street  
                                  North Miami, Florida 33161

9.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

9.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 10 - PUBLIC RECORDS**

10.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

10.2 Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records". For purposes of this section, the term: "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under Section 119.011(2), Florida Statutes.

#### **ARTICLE 11 - INDEMNIFICATION**

11.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

11.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees or subcontractors. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, employee or agent except as may otherwise be required by law.

11.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

#### **ARTICLE 12 - INSURANCE**

12.1 Prior to commencing Services, the Contractor shall submit certificates of insurance evidencing the required coverage under the Contract Documents and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

#### **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

13.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

13.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

13.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws,

or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

13.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

13.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

13.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

13.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

13.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

13.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

13.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

13.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

13.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

13.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

13.14 In the event of any dispute arising under or related to this Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

13.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

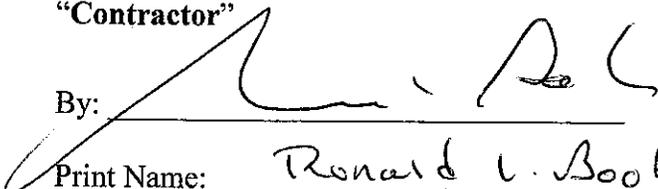
ATTEST:

Ronald L. Book, P.A., a Florida for-profit corporation:

Corporate Secretary or Witness:

**"Contractor"**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Ronald L. Book

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

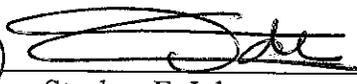
Date: 1/20/14

ATTEST:

City of North Miami, a Florida municipal corporation: **"City"**

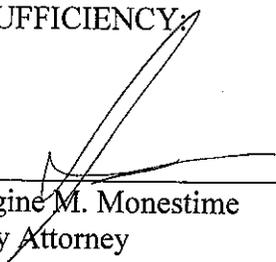
By:  \_\_\_\_\_

Michael A. Etienne  
City Clerk

By:  \_\_\_\_\_

for Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:  \_\_\_\_\_

Regine M. Monestime  
City Attorney