

## **CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made and entered as of the 1<sup>st</sup> day of October, 2016, by and between the City of Cooper City, a Florida Municipal Corporation ("CITY" or "Client" ) , and Ronald L. Book, Esq. ("BOOK"), an attorney and member of the Florida Bar, doing business as Ronald L. Book, P.A.

### **THE PARTIES HERETO DO COVENANT AND AGREE AS FOLLOWS;**

#### **I. PURPOSE**

The purpose of this Agreement is to provide for the CITY to continue to retain the professional services of BOOK for coordination of the CITY'S legislative relations and lobbying requirements, as described in paragraph II herein below.

#### **II. SERVICES**

BOOK shall provide all necessary legislative relations and lobbying services to the City of Cooper City. Such services shall include work for the purpose of securing funds and grants for various purposes from State, County, Federal and other sources, promoting intergovernmental cooperation in achieving the CITY'S objectives, and securing funds and grants for parks and recreation purposes, water, sewer and other City utility purposes, drainage improvements, crime prevention, economic development, and other municipal purposes. BOOK shall regularly report the status of his efforts to the City Manager.

#### **III. COMPENSATION**

A. For all professional services provided by BOOK hereunder as described in paragraph II, the CITY shall pay BOOK a total annual compensation of

Forty Eight Thousand (\$48,000.) Dollars, payable in equal monthly installments of Four Thousand (\$4,000.) Dollars on or before the 20<sup>th</sup> day of each month of the term hereof.

B. In the event that an extraordinary matter arises hereunder which itself substantially consumes the time, effort and resources otherwise available, the CITY may, at the City Commission's discretion, provide additional reasonable compensation to BOOK.

**IV. EFFECTIVE DATE / DURATION**

This Agreement shall be effective immediately upon execution by both parties, effective from and after October 1, 2016, for an initial one (1) year term commencing on October 1, 2016 and expiring on September 30, 2017, and may be earlier terminated in accordance with Section V. If not terminated pursuant to Section V, the Agreement shall be automatically renewed for successive one (1) year terms, subject to City budget procedures .

**V. TERMINATION**

Either party hereto, at its discretion, may terminate this contract at any time, upon thirty (30) days advance written notice to the other. In the event of such termination, the CITY shall only be obligated for fees or authorized costs reasonably incurred prior to the termination notice.

**VI. PRIORITY**

BOOK shall not be prohibited from representing or providing like services to other persons and entities besides CITY, so long as BOOK shall avoid any representation or relation which would create an adversarial (ie: litigation against the CITY) conflict of interest, as determined by the City Attorney or City Commission.

Further, BOOK shall not take on any client or matter which would jeopardize BOOK'S ability to devote the time, resources and effort necessary to fulfill his obligations to CITY hereunder.

**VII. MALPRACTICE INSURANCE**

BOOK shall carry lawyer's professional malpractice insurance or other form of insurance which shall provide coverage of not less than \$500,000.

**VIII. PROCESSING OF COSTS**

BOOK may be reimbursed by the CITY for costs reasonably incurred, if approved in writing in advance by the City Manager.

**IX. NOT ASSIGNABLE**

This Agreement shall not be subject to assignment by either party hereto.

**X. PUBLIC RECORDS**

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

b. Upon request from the Client custodian of public records, BOOK shall provide the Client 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 the law.

c. 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 Client.

d. 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 BOOK shall be delivered by BOOK to the City Manager, at no cost to the Client, within seven (7) days. All such records stored electronically by BOOK shall be delivered to the Client in a format that is compatible with the Client's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, BOOK shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

f. BOOK'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Client.

### **Section 119.0701(2)(a), Florida Statutes**

**IF BOOK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BOOK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

<b>Custodian of Records:</b>	<b>Susan Poling, City Clerk</b>
<b>Mailing Address:</b>	<b>P.O. Box 290910 Cooper City, FL 33329-0910</b>
<b>Telephone number:</b>	<b>954-434-4300 Ext. 291</b>
<b>Email:</b>	<b>SPOLING@COOPERCITYFL.ORG</b>

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSED:  
Genevieve Fabius  
Alexis Lima

RONALD L. BOOK, P.A.  
[Signature]

CITY OF COOPER CITY

Bruce D. Loucks, City Manager

ATTEST

Susan B. Poling, City Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

City Attorney