

CONTRACT FOR PROFESSIONAL LOBBYING SERVICES

THIS AGREEMENT is made and entered into this January 13 2015 by and between Bal Harbour Village, a Florida Municipal Corporation ("VILLAGE"), 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 VILLAGE to retain the professional services of BOOK for coordination of the VILLAGE'S legislative relations and for lobbying requirements, as described in paragraph II herein below.

II. SERVICES

BOOK shall provide all necessary legislative relations and lobbying services to the VILLAGE. 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 VILLAGE'S objectives, and securing funds and grants for parks and recreation purposes, drainage improvements, beach nourishment, sand bypass, crime prevention, economic development, and other purposes. BOOK shall provide written monthly reports regarding the activities undertaken on behalf of the VILLAGE during the previous month as well as the status of his efforts to the Village Manager and/or the Village Attorney ("Status Reports").

III. COMPENSATION

A. For all professional services performed by BOOK hereunder as described in paragraph II, the VILLAGE shall pay BOOK annual compensation of SIXTY THOUSAND (\$60,000.00) Dollars, which shall be payable in equal monthly installments. BOOK shall submit an invoice along with a Status Report to the Village Manager each month.

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

IV. EFFECTIVE DATE/DURATION

This Agreement shall be effective immediately upon execution by both parties and shall be terminated in accordance with Section V.

V. TERMINATION

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

VI. PRIORITY

BOOK shall not be prohibited from representing or providing the like services to other persons and entities beside VILLAGE, so long as BOOK shall avoid any representation or relation which would create an adversarial conflict of interest, as determined by the Village Attorney and Village Council. 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 VILLAGE 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 shall be reimbursed by VILLAGE for reasonable costs, including travel expenses, telephone, copying fees, federal express and postage, unless paid in advance by the VILLAGE. Such costs shall not exceed Five Thousand (\$5,000.00)

Dollars on an annual basis, between the VILLAGE and BOOK, unless approved by the Village Manager. If BOOK is traveling on behalf of several clients, the Village shall be responsible for such costs on a pro-rated and equal basis.

IX. NOT ASSIGNABLE

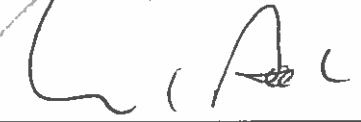
This Agreement shall not be subject to assignment by either party hereto.

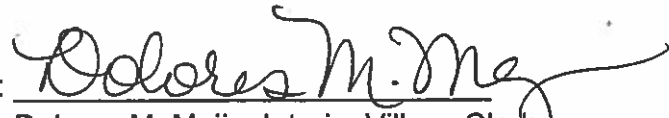
IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

Bal Harbour Village

Ronald L. Book, P.A.

By: 
Jorge M. Gonzalez, Village Manager

By: 
Ronald L. Book

Attest: 
Dolores M. Mejia, Interim Village Clerk

Approved as to form and legal sufficiency for the use and reliance of the Bal Harbour Village only.

By: 
Weiss Serota Helfman Cole Bierman & Popok, P.L.
Village Attorney