CITY OF



# PINELLAS PARK

## SIMPLY CENTERED

RFP 22/003 Contract Selection of Lobbyist

Ronald L. Book, P.A. 18851 NE 29th Ave. Suite 1010 Aventura, FL 33180 305.935.1866

**Communications and Marketing Department** 

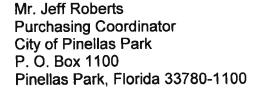
# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100 PINELLAS PARK, FL 33780-1100

#### Please Respond To:

City Attorney's Office Lauren C. Rubenstein James W. Denhardt 2700 First Avenue North St. Petersburg, Florida 33713 (727) 327-3400 - Telephone (727) 323-0888 - Facsimile

November 28, 2022



RE: City Document #22-315

RFP 20/003 Contract - Lobbyist Services

Dear Mr. Roberts:

Our office has received and reviewed the Contract for Professional Services between the City of Pinellas Park and Ronald L. Book, P.A. Our office would approve of the proposed Contract as to form and correctness.

Very truly yours,

Lauren C. Rubenstein City Attorney

cc: Bart Diebold, City Manager

Diane M. Corna, MMC, City Clerk

Chief Michael Haworth, Asst. City Manager Kelly Schrader, Finance Administrator

Gary Moskaluk, Purchasing Director

Lana Beck, Project Manager

LCR/dh

22-315.11252022.LJR.RFP 20-003 Lobbyist Services.wpd



## **FLORIDA**

PHONE • (727) 369-0700

\_\_\_\_

(707) 544 7446

FAX

• (727) 544-7448





Department of State / Division of Corporations / Search Records / Search by Entity Name /

#### **Detail by Entity Name**

Florida Profit Corporation RONALD L. BOOK, P.A.

#### **Filing Information**

**Document Number** J54314 **FEI/EIN Number** 59-2769674 **Date Filed** 01/29/1987

FL State

**ACTIVE Status** 

#### Principal Address

**18851 NE 29TH AVENUE** 

**SUITE 1010** 

AVENTURA, FL 33180

Changed: 02/04/2009

#### **Mailing Address**

**18851 NE 29TH AVENUE** 

**SUITE 1010** 

AVENTURA, FL 33180

Changed: 02/04/2009

#### Registered Agent Name & Address

BRYN, USHER

**18851 NE 29TH AVENUE** 

**SUITE 1010** 

AVENTURA, FL 33180

Name Changed: 01/11/2021

Address Changed: 02/04/2009

Officer/Director Detail

Name & Address

Title D

BOOK, RONALD L **491 COCONUT PALM TER** PLANTATION, FL 33324

#### **ONLINE SERVICES** Continuing Education Course Search AB&T Delinquent Invoice & Activity List Search View Application Status File a Complaint View Food & Lodging Inspections Unlicensed Activity Search Find Exam Information Verify a Licenses Apply for a License For additional information, including any complaints or discipline, click on the name. Please see our giossary of terms for an explanation of the license status shown in these search results. LICENSEE SEARCH OPTIONS Search Results - 128 Records Quota Drawing Individual Entry License Type Main Address\*: 18851 NE 29TH AVENUE SUITE 1010 AVENTURA, FL 33180 Main Address\*: 491 COCONUT PALM TERRACE PLANTATION, FL 53324 Main Address\*: 18851 NE 29TH AVENUE SUITE 1010 AVENTURA, FL 33180 Main Address\*: 18851 NE 29TH AVENUE AVENTURA, FL 33180 Main Address\*: 18851 NE 29TH AVENUE AVENTURA, FL 33180 Main Address\*: 491 COCONUT FALM TERRACE PLANTATION, FL 33324 Main Address\*: 491 COCONUT PALM TERRACE PLANTATION, FL 33324 Main Address\*: 18851 NE 29TH AVENUE AVENTURA, FL 33180 Main Address\*: 18851 NE 29TH AVENUE SUITE 1010 AVENTURA, FL 32160 Data Contained in Search Results Is Current As Of 11/16/2022 02:41 PM. BOOK, RONALD LEE BOOK RONALD LEE BOOK RONALD LEE BOCK RONALD LEE BOOK RONALD LEE **BOOK RONALD LEE** BOOK, RONALD LEE BOOK RONALD LEE BOOK RONALD LEE BOOK RONALD LEE Name Primary Primary Primary Primary Primary Primary Primary Primary Name Type Number/ Rank License Application in Progress 2 43 22 PM 11/16/2022 Status/Expires Approved Approved Approved Approved Approved Approved Approved Approved Approved

7

# RFP COMPONENT SECTIONS

Advertisement for RFP

Notice of RFP

Proposal Response – Cover Sheet

Appendix I – Insurance Specifications/Hold Harmless

Appendix II – Public Entity Crimes

Appendix III - Non-Collusion Affidavit

Appendix IV – Lobbying Certificate

Appendix V – E-Verify

Rate Form

Scope of Work

# City of Pinellas Park

Purchasing Division P.O. Box 3138 Pinellas Park, FL 33780-3138



### **Florida**

Phone • 727.369.5712 Purchasing@Pinellas-Park.com

# CITY OF PINELLAS PARK ADVERTISEMENT REQUEST FOR PROPOSALS 22/003

Notice is hereby given that the City of Pinellas Park is accepting proposals for RFP 22/003 – Selection of Lobbyist until 10:00 A.M. EST on Wednesday, 17 August, 2022.

The City of Pinellas Park will accept proposals for the selection of a lobbyist to serve the City for a period of five (5) years with the option of one five (5) year renewal. The City will select the lobbyist that is most responsive to this Request for Proposal (RFP). The lobbyist must be able to provide all necessary legislative relations and lobbying services in any jurisdiction to the City, including but not limited to, advising the City of any new legislative changes, securing funds and grants from any/all sources for the improvement of the City, and promoting intergovernmental cooperation in achieving objectives for the City. The lobbyist selected shall regularly report the status of his/her efforts to the City.

Proposal due date: 10:00 A.M. EST on Wednesday, 17 August, 2022.

The City reserves the right to award a single contract or multiple contracts for this service.

Specifications and bid documents may be downloaded from <u>Demandstar.com</u> or requested by emailing <u>Purchasing@Pinellas-Park.com</u>.

Address any/all questions regarding this project to <a href="Purchasing@Pinellas-Park.com">Purchasing@Pinellas-Park.com</a> no later than 10:00 A.M. EST on Wednesday, 10 August, 2022.

City of Pinellas Park Purchasing Division

To appear as a **FULL RUN** in the Tallahassee Democrat: **Sunday, 24 July, 2022** To appear as a **FULL RUN** in the Tampa Bay Times: **Sunday, 24 July, 2022** 

# City of Pinellas Park

Purchasing Division P.O. Box 3138 Pinellas Park, FL 33780-3138



## Florida

Phone • 727.369.5712 Purchasing@Pinellas-Park.com

# CITY OF PINELLAS PARK NOTICE REQUEST FOR PROPOSALS 22/003

Notice is hereby given that the City of Pinellas Park is accepting proposals for RFP 22/003 – Selection of Lobbyist until 10:00 A.M. EST on Wednesday, 17 August, 2022.

The City of Pinellas Park will accept proposals for the selection of a lobbyist to serve the City for a period of five (5) years with the option of one five (5) year renewal. The City will select the lobbyist that is most responsive to this Request for Proposal (RFP). The lobbyist must be able to provide all necessary legislative relations and lobbying services in any jurisdiction to the City, including but not limited to, advising the City of any new legislative changes, securing funds and grants from any/all sources for the improvement of the City, and promoting intergovernmental cooperation in achieving objectives for the City. The lobbyist selected shall regularly report the status of his/her efforts to the City.

Proposal due date: 10:00 A.M. EST on Wednesday, 17 August, 2022.

The City reserves the right to award a single contract or multiple contracts for this service.

Specifications and bid documents may be downloaded from <u>Demandstar.com</u> or requested by emailing <u>Purchasing@Pinellas-Park.com</u>.

Address any/all questions regarding this project to <a href="Purchasing@Pinellas-Park.com">Purchasing@Pinellas-Park.com</a> no later than 10:00 A.M. EST on Wednesday, 10 August, 2022.

The RFP responses shall be either hand-delivered or delivered by carrier service to the City of Pinellas Park Purchasing Division at 8000 60<sup>th</sup> Street North, Pinellas Park, FL 33781. The City of Pinellas Park is not responsible concerning proposal delivery by the specified time so that they may be considered. Any RFP response received after 10:00 A.M. EST on Wednesday, 17 August, 2022 will not be considered.

#### Note: Plainly mark the front of your RFP envelope "RFP 22/003 - Selection of Lobbyist"

All responses must be sealed, unsealed RFP response envelopes will not be accepted. Do not Email/fax/etc. any responses.

All proposers must submit one (1) original and six (6) copies of your proposal.

#### **EX PARTE COMMUNICATION CLAUSE**

Please note that to ensure proper and fair evaluation of proposals, upon the initial handout of the RFP package, the City prohibits ex parte communication initiated by the proposer to any Council Member or Evaluation Committee Member.

Communication between a proposer and the City will be through the Purchasing Division only @ <a href="mailto:Purchasing@Pinellas-Park.com">Purchasing@Pinellas-Park.com</a>

Ex parte communication may be grounds for disqualifying the offending proposer from consideration or any future proposal.

#### FORMS THAT MUST BE COMPLETED AND RETURNED WITHIN YOUR PROPOSAL:

#### PROPOSAL RESPONSE COVER SHEET

Please complete and insert this form in the front of your proposal for RFP 22/003 (Response Cover Sheet is located in front of Appendix I)

The following forms must be completed and inserted within your proposal, under a tab labeled "FORMS"

#### **INSURANCE REQUIRMENTS**

The City's Insurance and Hold Harmless requirements, **Appendix I, is required for proposal submission.** 

#### **PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity, may not be awarded or perform work as a vendor, supplier, subvendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. The Public Entity Crimes Statement, Appendix II, is required for proposal submission.

#### **NON-COLLUSION CLAUSE**

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. In addition, the proposer certifies, and in the case of a joint competitive proposal, each party thereto certifies as to its own organization, in connection with the competitive proposal.

Non-Collusion Affidavit, Appendix III, is required for proposal submission.

#### LOBBYING CERTIFICATE

Complete **Appendix IV** and submit with your proposal.

#### **E-VERIFY**

In compliance with Florida Statute Section 448.095, the proposer must register with and use the E-Verify System to verify work authorization status of all employees hired after January 1, 2021, **Appendix V**.

#### **NON-WARRANTY OF SPECIFICATIONS**

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the proposers. Neither the City nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures. The City does not warrant the confidentiality of proposals submitted in response to this Request for Proposal. All proposals are subject to Florida's public records law and must be open to viewing by anyone who requests to see them. Proposers requiring confidentiality should not submit a proposal for this RFP.

All proposals shall be prepared and submitted in accordance with the provisions of this RFP. However, the City may waive any informalities, irregularities, or variances, whether technical or substantial in nature, and/or reject any or all proposals at its discretion. If all such proposals are rejected, then the City of Pinellas Park may, in its discretion, authorize the acceptance of new proposals under such terms and conditions as it deems appropriate. Any proposal may be withdrawn prior to the proposal opening. Once opened, however, no firm may withdraw a proposal for a period of 90 days from the opening date.

Costs of preparation of a response to this request for proposal are solely those of the proposer. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

All proposals shall remain the property of the City of Pinellas Park and none shall be returned.

#### PROPOSAL EVALUATION AND SELECTION

The proposals will be evaluated and ranked by the appointed Evaluation Committee according to the criteria set forth in this RFP. Please prepare your proposal responses in the order of the proposal format below to assist the Evaluation Committee in rating your proposal response package. Using the evaluations and rankings as a guide and any/all other obtainable information, the Evaluation Committee will select the proposal which it deems to be in the City's best interest. The Evaluation Committee may require competing firm(s) to make oral presentations of their proposals and to answer specific questions about them. The successful firm(s) will be notified in writing by the City of Pinellas Park.

#### **PROPOSAL FORMAT:**

1. General: (20 Points)

Provide general information about the firm, including size, office location(s), and structure of your firm. Identify and explain any significant changes in organizational structure, ownership, or management within your firm.

2. <u>Firm Experience:</u> (20 Points)

Describe the firm's experience in the area of state appropriations requests including project types and dollar values. As part of this requirement, please identify the values of the projects your firm helped secure through the legislature.

3. <u>Team Experience:</u> (20 Points)

Identify key members of firm's team that will service the City, including analytical/support staff. Identify the primary day-to-day contact for the engagement and their experience. Provide brief resumes for key team members that will service the City as an Appendix.

4. Florida Knowledge: (20 Points)

Describe any local, political, economic, legal, or other issues impacting Florida municipalities, specifically those impacting the City. How does the firm keep up to date on news and developments relevant to the City?

5. Regulatory and Conflicts of Interest: (5 Points)

Provide information regarding any regulatory issues involving your firm's activities that are currently pending or have been resolved within the last three (3) years. Please disclose any conflicts of interest or potential conflicts of interest that may arise as a result of your being hired for this engagement.

6. Other like/size municipalities under contract (10 Points)

7. Conclusion: (5 Points)

Briefly summarize why your firm should be selected, including why your firm is pursuing the City of Pinellas Park's business. Does your firm/staff possess any organizational registrations, professional memberships, or recognitions? In short, what makes your firm different and why should the City select your firm above all others.

#### Other Information:

This section should address any other information necessary for a full understanding of your services. Please provide relevant information on any additional services offered by your firm.

#### **Cost and Time:**

This section must clearly state the cost for the services to be provided, including a detailed description or itemization of said services.

The last section of your RFP proposal should be the "**FORMS**" section, which must contain the completed forms requested on page 2 of this Notice.

Once the Evaluation Committee completes the rating process, an agenda item will be submitted to City Council for negotiations. The successful firm(s) will be notified in writing by the City of Pinellas Park.

City of Pinellas Park Purchasing Division

## **Proposal Response Cover Sheet**

Please complete this form & attach it to the front of your proposal

## RFP 22/003

City of Pinellas Park
Selection of Lobbyist



Ronald L. Book, P.A.
(Firm Name)
12
(Signature of Authorized Agent)
Ronald L. Book
(Print/Type Name and Title of Authorized Agent)
18851 NE 29 Ave., Ste. 1010
(Address)
Aventura, FL 33180
(City, State, Zip Code)
305.935.1866
(Telephone Number)
Ron@rlbookpa.com
(Email Address)
7/8/2022
(Date)

# CITY OF PINELLAS PARK INSURANCE REQUIREMENTS

#### A. GENERAL CONDITIONS

Include proof of insurance evidencing coverage requirements, the cost of all insurance shall be included in the Consultant's proposal. The Consultant shall not commence work under this Contract until all insurance required has been obtained and such insurance is approved by the City's Risk Management Division, nor shall the Consultant allow any subcontractor to commence work on a subcontract until similar insurance required of the subcontractor has been so obtained and approved by Risk Management.

The cost of all insurance shall be included in the Consultant's proposal.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Consultant.

The Consultant's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Consultant and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract.

## **B. LIMITS OF INSURANCE**

#### **GENERAL LIABILITY**

Type – Commercial General Liability (CGL), Occurrence Basis

Limits - \$2,000,000 General Aggregate

- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

#### PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS

Type - Professional Liability, Occurrence or Claims Made Basis

Limits - \$1,000,000 General Aggregate

- \$1,000,000 Each Occurrence

#### **AUTOMOBILE LIABILITY**

Type – Any Auto, Hired autos, and Non-Owned Autos

Limits – \$1,000,000 Combined Single Limit

#### WORKERS' COMPENSATION

Type - Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate

Limits - Statutory, Workers' Compensation

- \$100,000 Each Accident
- \$500,000 Disease Policy
- \$100,000 Disease Each Employee

#### **EXCESS OR UMBRELLA LIABILITY**

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

	-	
4.C.		,
	_	

COVERAGES

#### CERTIFICATE OF LIABILITY INSURANCE

**CERTIFICATE NUMBER:** 

OATE (MMOD/YYYY) 08/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACY PRODUCER NAME: IRVING NEWMAN INS AGENCY/PHS (866) 467-8730 PHONE 21225290 (A/C. No): (A/C, No, Ext): The Hartford Business Service Center F-MAII 3600 Wiseman Blvd ADDRESS San Antonio, TX 78251 INSURER(8) AFFORDING COVERAGE Twin City Fire Insurance Company 29459 INSURER A : INSURED RONALD L BOOK PA INSURER B 18851 NE 29TH AVE STE 1010 INSURER C : **AVENTURA FL 33180-2848** 

INSURER D : INSURER E : INSURER F :

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS

NST LIR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
~~	COMMERCIAL GENERAL LIABILITY	1					EACH OCCURRENCE	
1	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
- 1		1 4	1 1		i	1	MED EXP (Any one person)	
- 1			1 1		1		PERSONAL & ADV INJURY	-000
- 1	GENL AGGREGATE LIMIT APPLIES PER	1			1		GENERAL AGGREGATE	
1	POLICY PRO- JECT LOC				}		PRODUCTS - COMPIOP AGG	
Н	AUTOMOBILE LIABILITY	$\vdash$					COMBINED SINGLE LIMIT	
	ANY AUTO		1		1		BODILY INJURY (Per person)	20111112
	ALL OWNED SCHEDULED	1					BODILY INJURY (Per socident)	1577
	AUTOS AUTOS NON-OWNED AUTOS	1				}	PROPERTY DAMAGE (Per socident)	
	UMBRELLA LIAB OCCUR	-	$\vdash$				EACH OCCURRENCE	
	EXCESS LIAB CLAIMS- MADE		1 1				AGGREGATE	
	DED RETENTION \$	3						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		П				X PER OTH-	
	ANY Y	net.	f I				E.L. EACH ACCIDENT	\$1,000,000
Α	PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	- NVA		21 WEC NV7172	06/12/2022	06/12/2023	E.L. DISEASE -EA EMPLOYEE	\$1,000,000
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	1					E.L. DISEASE - POLICY LIMIT	\$1,000,000
A 100 To 1	CRIPTION OF OPERATIONS /LOCATIONS		es (acor	RD 101, Additional Remarks (	Ichedule, may be at	see erom II badaa	ce is required)	
Tho	se usual to the Insured's Operation	15.			CANCELL			

© 1988-2015 ACORD CORPORATION. All rights reserved.

IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Swan & Castarida

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED

BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED

**REVISION NUMBER:** 

ACORD 25 (2016/03)

**CERTIFICATE HOLDER** 

PINELLAS PARK FL 33781

City of Pinellas Park

5141 78TH AVE N

The ACORD name and logo are registered marks of ACORD

OP ID: DD

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT JIII K. Levy 954-883-2900 FAX (AC, No): 954-517-7400 PHONE (A/C, No, Ext): 954-883-2900 Tanenbaum Harber of Florida 2900 SW 149th Avenue Miramar, FL 33027-6605 E-MAIL ADDRESS: Jill K. Lévy NAIC # INSURER(S) AFFORDING COVERAGE 30104 INSURER A: Hartford Underwriters Ins. Co. INSURED Ronald L. Book, P.A. 4000 Hollywood Blvd, #677-S Hollywood, FL 33021 INSURER B : INSURER C: INSURER D **INSURER E** INSURER F: **REVISION NUMBER:** COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	rs			
A	х	COMMERCIAL GENERAL LIABILITY	JIVAL	1111				EACH OCCURRENCE	\$	2,000,000		
		CLAIMS-MADE X OCCUR	x		21SBAAV1EVK	11/30/2022	11/30/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	2,000,00		
			^				3	MED EXP (Any one person)	\$	10,00		
							l i	PERSONAL & ADV INJURY	\$	2,000,00		
	-	J N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,00		
	X	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$	4,000,00	
		OTHER:			1				\$			
Α	AUT	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,00		
		ANY AUTO	21SBAAV1EVK 11/30/2022	11/30/2022	11/30/2023	BODILY INJURY (Per person)	\$					
		OWNED SCHEDULED AUTOS	1			BODILY INJURY (Per accident)	5					
	X	HIRED AUTOS ONLY X NON-OWNED						PROPERTY DAMAGE (Per accident)	\$			
		AUTOS ONLY							\$			
A	X	UMBRELLA LIAB OCCUR						EACH OCCURRENCE		4,000,00		
1.50	<u> </u>	EXCESS LIAB CLAIMS-MAD	Ε		21SBAAV1EVK 11/30/2022 11/30/2023 AGGREGATE		11/30/2022 11/30/202	AGGREGATE	\$	4,000,00		
		DED RETENTION\$									\$	
	wo	RKERS COMPENSATION						PER OTH-				
	10000	PROPRIETOR/PARTNER/EXECUTIVE	11	1				E.L. EACH ACCIDENT	s			
OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYE	E \$							
	If ve	es, describe under SCRIPTION OF OPERATIONS below		1				E.L. DISEASE - POLICY LIMIT	\$			
	DES	SCRIPTION OF OPERATIONS BELOW										
				_								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pinellas Park (Owner) is additionally insured as respects to RFP
22/003 Contract-Lobbyists Services

CERTIFICATE HOLDER		CANCELLATION
City of Pinellas Park Human Resources Department	PINE781	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
5141 78th Aveune N Pinellas Park, FL 33781		AUTHORIZED REPRESENTATIVE  OPEN K. Severy

CANCELLATION



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2022

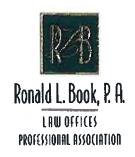
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endorsement(s).	CONTRACTOR OF THE CONTRACTOR O					
PRODUCER	CONTACT NAME:					
Des Constant I District Constant (DDCC)	PHONE (A/C. No. Ext): 954-453-6295 (A/C. No):					
Professional Risk Specialty Group (PRSG) 655 N Franklin St., Suite 2000	E-MAIL ADDRESS:					
Tampa, FL 33602	INSURER(S) AFFORDING COVERAGE NAIC #					
	INSURER A: Starstone Specialty Insurance Company 44776					
INSURED	INSURER B :					
Ronald L. Book, PA	INSURER C :					
4000 Hollywood Blvd, #677-S Hollywood, FL 33021	INSURER D:					
Hollywood, FL 33021	INSURER E :					
	INSURER F:					
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:					
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE						
INSR TYPE OF INSURANCE INSD WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS					
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE \$ DAMAGE TO RENTED					
CLAIMS-MADE OCCUR	PREMISES (Ea occurrence) \$					
	MED EXP (Any one person) \$					
	PERSONAL & ADV INJURY \$					
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$					
POLICY PROLOC LOC	PRODUCTS - COMP/OP AGG \$					
OTHER:	\$					
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident) \$					
ANY AUTO	BODILY INJURY (Per person) \$					
ALL OWNED SCHEDULED AUTOS AUTOS	BODILY INJURY (Per accident) \$					
HIRED AUTOS NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$					
	\$					
UMBRELLA LIAB OCCUR	EACH OCCURRENCE \$					
EXCESS LIAB CLAIMS-MADE	AGGREGATE \$					
DED RETENTION \$	\$ PER OTH-					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N	PER OTH- STATUT E ER					
ANY PROPRIETOR/PART NER/EXECUTI VE OFFICER/MEMBER EXCLUDED?	E.L. EACH ACCIDENT \$					
(Mandatory in NH)  If yes, describe under	E.L. DISEASE · EA EMPLOYEE \$					
DÉSCRIPTION OF OPERATIONS below	E.L. DISEASE POLICY LIMIT \$ 11/14/2022 11/14/2023 Each Claim 1,000,000					
A Professional Liability LPL-P-005343-01 Claims-Made RETRO DATE	11/14/2022 11/14/2023 Each Claim 1,000,000 11/14/2013 Aggregate 1,000,000					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Sched Deductible: \$2,500 Each Claim and Aggregate	ule, may be attached if more space is required)					
beddet221e. V2/300 25cm did 193253400						
CERTIFICATE HOLDER	CANCELLATION					
City of Pinellas Park						
Human Resources Department	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE					
5141 78th Ave N	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Pinellas Park, FL 33781						
,						

© 1988-2014 ACORD CORPORATION. All rights reserved.

AUTHORIZED REPRESENTATIVE



August 2, 2022

City of Pinellas Park 5141 78th Ave N Pinellas Park, FL 33781

Re: Vehicle Coverage

To Whom It May Concern:

This letter confirms that my firm Ronald L. Book, P.A. DOES NOT own or operate any company vehicles.

Sincerely,

Ronald L. Book

RLB: BM

### C. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

By this agreement, Ronald L. Book, P.A. hereinafter "CONSULTANT," agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City of Pinellas Park, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the above-mentioned contract.

Date _	7/26/2022	
Contractor	Ronald L. Book, P.A.	
Address	18851 NE 29 Ave., Ste. 1010 Aventura, FL 33180	
Print Name	Ronald L. Book	
Signature	16/1	
Title	President and CEO	
	President, Vice-President or Treasurer	

#### **CORPORATE SEAL**



HUMAN RESOURCES NEEDS ORIGINAL SIGNED HOLD HARMLESS AGREEMENT PRIOR TO ANY WORK COMMENCING

#### **APPENDIX II**

# SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1,	This sworn statement is submitted to the City of Pinellas Park
	byRonald L. Book, President and CEO
	(print individual's name and title)
	for Ronald L. Book, P.A.
	(print name of entity submitted sworn statement)
	whose business address is:
	18851 NE 29 Ave., Ste. 1010
	Aventura, FL 33180
	and (if applicable) its Federal Employer Identification Number (FEIN) is 5 9 - 2 7 6 9 6 7
	(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement:)
2.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u> , means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), <u>Florida Statutes</u> , means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4.	I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:  1. A predecessor or successor of a person convicted of a public entity crime; or  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5	I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which bids or applies to bid on contract for the

#### **APPENDIX II**

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6.	Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)
	Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)
PUBLICATION OF THAT	ERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE C ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO STRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDALITES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.
	22
STATE	Signature Signature
COUN	TY OF MIAMI-DADE
	regoing instrument was acknowledged before me by means of physical presence or online ation, this
Who is	personally known to me or who has produced(Type of Identification)
as ider	ntification.  NOTARY PUBLIC State Mischelle



My Commission Expires 03/10/2025

#### APPENDIX III

## **NON-COLLUSION AFFIDAVIT**

State of	
County of Miami-Dade	_)
Ronald L. Book	, being first duly sworn, deposes and says
that he is President and CEO	of Ronald L. Book, P.A.
collusive or sham: that said proposer/bidder in a business way with any other proposer/bidder has not colluded, conspire, other proposers/bidders or person, to put refrain from proposing/bidding, and has no agreement or collusion, or communication, or affiant or any other proposer/bidder, or proposal/bid, or that of any other proposer/bidder, of Pinellas Park, Florida, or any person or peall statements contained in said proposal or has not directly or indirectly submitted this	or Bid; that such Proposal/Bid is genuine and not is not financially interested in or otherwise affiliated oposer/bidder on the same contract; that said connived, or agreed, directly or indirectly, with any in a sham proposal/bid or that such person shall of in any manner, directly or indirectly, sought by or conference, with any person to fix the proposal/bid to fix any overhead, profit or cost element of said bidder, or to secure any advantage against the City ersons interested in the proposed contract; and that bid are true; and further, that such proposer/bidder proposal/bid, or the contents thereof, or divulged sociation or to any member or agent thereof.
	2/1
STATE OF FLORIDA	Affiant
COUNTY OF MIAMI-DADE The foregoing instrument was acknowledge	d before me by means of pathysical presence or a  ST, 2022, by (Name of person acknowledging)
Who is personally known to me or who has p	oroduced  Type of Identification)
as identification.  NOTARY P	a Dor Dung
Notary Public State of Florida Bonette Moschella COLINY Semilianon HH 102731 Expires 03/16/2025  My Comm	nission Expires 03/14/2025

#### **APPENDIX IV**

#### LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."

#### **E-VERIFY**

The Consultant (and its subconsultants) have an obligation to utilize the U.S. Department of Homeland Security's (OHS) E-Verify system for all newly hired employees. By executing this Contract, the Consultant certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Consultant must obtain an affidavit from its subconsultants in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the Consultant regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the Consultant has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Consultant will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the Consultant and a subconsultant performing work on its behalf should the City develop a good faith belief that the subconsultant has knowingly violated section 448.095(1), F.S.

E-Verify: Ronald L. Book, P.A. is enrolled in and utilizes E-Verify.





## RFP 22/003 SELECTION OF LOBBYIST

Sample Rate Fo	rm			
1. General	(20 points)			
2. Firm experience	(20 points)			
3. Team experience	(20 points)			
4. Florida knowledge	(20 points)			
5. Regulatory and conflicts of inte	erest (5 points)			
6. Other like/size municipalities ur	nder contract (10 points)			
7. Conclusion	(5 points)			
TOTAL				

# MINIMUM REQUIREMENTS/EVALUATION CRITERIA FOR SELECTION OF LOBBYIST RFP #22.003

#### **Background**

The City of Pinellas Park is ideally located in the heart of Pinellas County and Florida's Gulf Coast, an area commonly referred to as the Suncoast region. For those who enjoy living in a small town atmosphere while having big city amenities, Pinellas Park is ideal. With just over 55,000 residents, the city offers a variety of community and neighborhood parks, facilities for baseball, football, soccer, swimming, racquetball, tennis, picnicking, fishing, disc golfing, basketball, walking, jogging and horseback riding. The City has a robust Leisure Services Department that includes three recreational centers, a senior center, a library, a performing arts center, a swimming pool, an agricultural farm, an equestrian park and miles of horse trails to accommodate the City's large equestrian community.

Pinellas Park has enjoyed a favorable business climate. Educational services, health care and social assistance as well as retail and manufacturing are the foundations of Pinellas Park's economy. In fact, manufacturing employs over 10 percent of the local workforce. Further, education, health, and social services employ nearly 19 percent of the City's workforce, followed by retail trade at nearly 15 percent.

Pinellas Park is a full-service community. The City operates under a Council/Manager form of government and has a professional staff of just over 500 employees. There are 12 city departments to include its own Police and Fire Departments. The mission of Pinellas Park is to provide superior yet cost-effective municipal services to our community through teamwork, a "can do" attitude, continual improvement and genuine respect for all people.

#### Scope of Services

The City of Pinellas Park intends to retain the services of a firm that will work with City Administration, on behalf of the Mayor and City Council, to address matters before the State of Florida Legislature, the Federal Legislature and/or other quasi-governmental entities. The selected firm will assist with the scope of services outlined below:

#### Strategy

- Assist the city in development and implementation of an annual legislative agenda, political engagement plan, and any associated key proposals or policy positions.
- Inform the City Manager of any potential conflicts of interest that may arise in the course of representing the city and any other local governments or organizations.
- Develop a plan for off-session activities and coordinate with city staff

#### **Appropriations**

- Provide direction to the City Manager, Mayor, City Council, and staff in preparing annual state legislative appropriations requests.
- Pursue, at the request of the city, funding for municipal projects outside of the regular state legislative appropriations process. This may include funding opportunities from federal, state, local, or quasi-governmental entities.

#### <u>Advocacy</u>

 Meet directly as necessary with state legislators regarding the city's appropriations requests and appear and testify before legislative committees as needed.

#### **Tracking & Reporting**

- Provide written updates to the city no less than once per month during the interim and no less than
  once weekly during the legislative session on appropriations requests and other legislative matters
  of consequence to the city.
- Provide a formal end-of-session report to the city outlining specific advocacy activities conducted on behalf of the city and the resulting outcomes.
- Organize state and federal lobby registration and compliance reporting.

#### **Required Minimum Criteria**

Proposals will be evaluated by the City, and the Proposer will be selected based on, but not limited to, the following required minimum criteria:

- a. Clearly demonstrated experience in this field of work.
- **b.** Ability, capacity, and skill to perform the required service taking into consideration factors such as: existing workload, past performance, and quality.
- c. Experience working in a collaborative team environment with City staff and other stakeholders.
- d. No conflict of interests.

#### **Evaluation Criteria**

Proposals will be evaluated by the City, and the Proposer will be selected based on, but not limited to, the following scored criteria:

- a. Active organizational registrations, professional memberships, and recognitions.
- b. Existing relationships with Florida Legislature, State agencies, and key support staff.
- **c.** Experience in Florida state appropriations requests.
  - a. Including project types and dollar values.
- d. List of local governments in Florida your firm has represented.
  - a. Including point of contact and number of years of engagement.
- e. Describe any specialized areas of expertise offered by your firm.
- f. Experience of principle staff to be assigned to engagement
  - a. Including description of prior positions held (former legislator, state agency experience, etc.).

The selected proposer(s) response to stated criteria may be verified by the City. This verification may consist of reference checks, interviews, and site visits.

#### **Timeline of Events**

Dates are tentative and subject to change at City's sole discretion.

Release of RFP	TBD
Deadline to receive questions (electronically)	TBD
RFP Responses Due by 10:00 am local time	TBD
Evaluation Committee Meeting/ Selection	TBD
Oral Presentations/Interviews	TBD
City Council Award Approval	TBD



# City of Pinellas Park, Florida CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT was originally made and entered into on the day of day of

#### THE PARTIES HERETO DO COVENANT AND AGREE AS FOLLOWS:

#### I. PURPOSE

The purpose of this Agreement is for the City to retain the professional services of BOOK for coordination of the City's legislative and governmental affairs representation (lobbying), as described in paragraph II herein below.

#### II.

BOOK shall provide all necessary legislative, governmental affairs, and lobbying services for the City of Pinellas Park, including advising the City Council, the City Manager and the City Attorney on legislation that may affect the City. Such services shall include work for the purposes of securing funds and grants for various purposes from State, Federal and other sources, promoting intergovernmental cooperation in achieving the CITY'S objective, securing funds and grants for parks and recreation purposes, crime prevention, economic development, tourism, beautification, traffic and streetscape improvement, beach renourishment and other purposes. BOOK shall regularly report the status of his efforts to the City Council.

#### III. COMPENSATION

- A. For all professional services provided by BOOK hereunder as described in paragraph II, the CITY shall pay BOOK annual compensation of Sixty Five Thousand and No/100 (\$65,000.00) Dollars and an additional Three Thousand and No/100 (\$3,000.00) Dollars per year for expenses, for calendar years 2023-2028 as well as any extension periods covered. This compensation is to be paid at a monthly rate of Five Thousand Four Hundred Sixteen and 66/100 (\$5,416.66) Dollars.
- B. Following each month in which Services were provided, BOOK shall be required to submit a monthly statement to the City for the compensation due, which statement shall not exceed the monthly payment amount set forth herein.

REPLY TO:

- 4000 Hollywood Boulevard, Suite 677-S Telephone (305) 935-1866
- □ 104 West Jefferson Street Tallahassee, Florida 32301 (850) 224-3427

C. The statement shall be submitted to the City within fifteen (15) days following the end of the month for which compensation is sought, except that BOOK's final invoice shall be submitted not later than sixty (60) days following the termination of this Agreement, regardless of cause.

#### IV. EFFECTIVE DATE, DURATION

This Agreement shall be effective the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, and shall be in effect for Five (5) years. The City, at its discretion, has the right to extend this Agreement for an additional Five (5) year period.

#### 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 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 besides CITY, so long as BOOK shall avoid any representation or relation which would create a conflict of interest, as determined by the City Council, City Manager, and the City Attorney. Further, BOOK shall not take on any client or matter that would jeopardize BOOK'S ability to devote time, resources, and effort necessary to fulfill 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 Five Hundred Thousand and No/100 (\$500,000.00) Dollars.

Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

#### VIII. PROCESSING OF COSTS

BOOK shall be reimbursed by CITY for reasonable costs, including travel expenses, telephone, copy fees, federal express and postage. Such costs shall not exceed Three Thousand and No/100 (\$3,000.00) Dollars on an annual basis for each calendar year.

#### IX. NOT ASSIGNABLE

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

#### X. AUDIT AND PUBLIC RECORDS RETENTION

- A. BOOK has been advised the City and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. BOOK agrees to comply with all City policies and procedures in observing the requirements of said laws.
- B. City shall have the right to audit the books, records and accounts of BOOK that are related to the performance of Services pursuant to this Agreement. BOOK shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. BOOK shall preserve and make available at reasonable times for examination and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statues), if applicable, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to BOOK'S records, BOOK shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by BOOK. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for City disallowance and/or recovery of any payment upon such entry.

IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT PURSUANT TO CHAPTER 119, FLORIDA STATUTES; IF THE CONSULTANT HAS ANY QUESTIONS RELATED TO THIS DUTY, CONSULTANT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of Pinellas Park City Clerk's Office, P.O. Box 1100, Pinellas Park FL 33780-1100, Phone: 727-369-0616, Email: CityClerk@Pinellas-Park.com

#### XI. ENTIRE AGREEMENT

This Contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein. This Agreement consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to BOOK: Addenda (if any), Agreement, Insurance/Hold Harmless Agreement, RFP 22/003 package and Consultant's Proposal, Sworn Statement of Public Entity Crimes.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in five (5) counterparts, each of which shall for all purposes be deemed an original.

City of Pinellas Park Ronald L. Book, P.A. Pinellas County, Florida Sandra L. Bradbury, Mayor Signature of Authorized Officer Type or Print Signature ATTEST: ATTEST: Diane M. Corna, City Clerk, MMC Approved as to form and correctness: City Attorney City of Pinellas Park

City Council Approved