

**CITY OF PALM BAY
AMENDMENT TO CONTRACT #2008-14
State Lobbying Services**

This amendment to contract is made and entered into this 17th day of November, 2016, by and between the City of Palm Bay a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Ronald L. Book, P.A. hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into a Contract under the date of February 22, 2008, whereby the contractor would perform certain services with respect to State Lobbying Services; and

WHEREAS, the City and Contractor desire to renew the term of said Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. The renewed term of agreement shall be February 1, 2017 through January 31, 2018.
- II. No price increases will be allowed; compensation remains at \$60,000/annually.
- III. Revised Public Records language is added to this agreement.

In all other respects and, except as specifically modified and amended, the Contract dated, February 22, 2008 shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY
120 Malabar Road SE

COMPANY NAME
Ronald L. Book, P.A.

Bobbie Marsala, CPPO, CPPB, C.P.M.
Chief Procurement Officer
Procurement Department

Bobbie Marsala
Signature / Date 11-10-16

By: Ronald Book
Name/Title President
[Signature]
Signature / Date 11/17/16

PUBLIC RECORDS: Sealed bids, Bids or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1) and 24(a) Article I of the State constitution until such time as the agency provides a notice of an intended decision or until 30-days after opening the bids, Bids, or final replies, whichever is earlier.

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, Bids, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, Bids, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, Bids or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- c. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor' duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Procurement Department, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907; 321-952-3424 or purchasing@pbfl.org

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, for good and reasonable consideration, the receipt and sufficiency of which is hereby acknowledged, is made as of the 22nd day of FEBRUARY, 2008 between the *City of Palm Bay, a Florida municipal corporation* (CITY), and Ronald L. Book, PA., *Consultant (RLB)*.

The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide for the professional services of RLB to seek, research, obtain and administer grants/special fiscal assistance, legislative appropriation funding and/or legislation and/or address other legislative needs and/or provide government relations services with the State of Florida, its departments, agencies and bureaus as needed by the CITY.

II. SERVICES

RLB shall provide necessary legislative relations and lobbying services to the City of Palm Bay. Such services shall include:

- a. Providing information and data to state and regional agencies and government bodies;
- b. Providing appropriation and/or legislative language and address other legislative needs as directed;
- c. Attending and providing testimony at appropriate legislative subcommittee meetings;
- d. Attending and providing testimony at appropriate legislative committee hearings;
- e. Coordinating and soliciting support from state elected and/or appointed officials and appropriate state and regional agencies;
- f. Reporting the status of pending legislation and appropriations to the CITY;
- g. Making necessary reports to appropriate state, and regional agencies;

All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines.

III. COMPENSATION

For all professional services provided by RLB as described in Section II, the CITY shall pay RLB, upon invoice by RLB, a flat fee of fifteen thousand dollars (\$15,000.00) per quarter for a total of sixty thousand dollars (\$60,000.00) for the year. The flat fee shall cover and encompass all work projects tasked to RLB by the CITY. The CITY shall pay all non-disputed invoices within thirty (30) days of receipt from RLB.

IV. EFFECTIVE DATE, DURATION

This Agreement shall be effective as of February 1, 2008 and shall be for a term of one (1) year, and may be terminated as provided in Section V. below.

V. TERMINATION

- a. This Agreement may be terminated at any time by the non-breaching party upon breach of the terms and conditions contained herein.
- b. Termination of this Agreement may be made by the CITY without the necessity of stating or having any cause by providing RLB with thirty (30) days written notice.
- c. RLB warrants that its employees, representatives and principals have complied with all the registrations requirement in Florida Statutes, and will comply with the rules, statutes and regulations adopted by the Florida Legislature or any entity that regulates the action or conduct that pertains to lobbyists. RLB warrants that it and its employees, representatives and principals will comply with all reporting requirements and record-keeping requirements in Florida Statutes, and all other rules and regulations adopted by any regulatory entity that pertains to lobbyists. RLB warrants that no provision of this Agreement is in conflict Sections 112.3215 or 112.3217, Florida Statutes. Failure of RLB to comply with any of the provisions of Section V(c) of this Agreement shall constitute a material breach and the CITY may terminate and cancel this Agreement notwithstanding any other termination provision of this Agreement.

- d. Only upon a minimum of one hundred twenty (120) days written notice may RLB terminate this Agreement.
- e. All termination notices shall not deprive RLB from final involving and payments for work already complete or for funding approved for which RLB is legally entitled to be paid nor shall termination deprive the CITY from work products already complete or substantially complete. That is, all documents and files of RLB that in any manner pertain to the CITY shall remain and become the property of the CITY and RLB shall deliver them to the CITY upon request.

VI. SUBCONTRACTORS

RLB shall, at its discretion and with prior approval of the City Council by way of an affirmative vote during a City Council meeting, retain subcontractors on an as-needed basis. RLB shall be the lead firm and all subcontractors shall perform services under its direction. The CITY retains the right to have additional lobbyists. RLB shall be responsible for coordination of efforts on all state legislative matters.

VII. NO GUARANTEE

RLB cannot and does not make, nor imply, any form of warranty or guarantee regarding the favorable outcome of any grant, legislation, special funding and/or appropriation passage.

VIII. PRIORITY

RLB shall not be prohibited from representing or providing like services to other persons and entities besides the CITY, so long as RLB avoids any representation or relation which would create a conflict of interest, as determined by the City Manager. Further, RLB shall not accept any client or matter which would jeopardize the ability to devote the time, resources and effort necessary to fulfill all obligations to the CITY.

IX. NOT ASSIGNABLE

This Agreement shall not be assigned by either party.

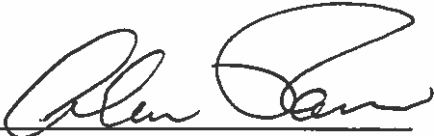
IN WITNESS WHEREOF the parties have executed this Agreement on the date indicated above.

CITY OF PALM BAY, FLORIDA



Signature

Lee R. Feldman, City Manager
Printed Name & Title



Witness

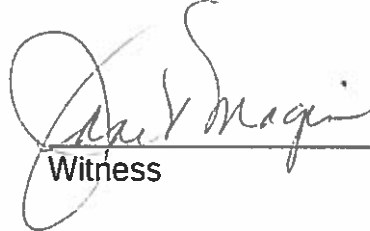
7.22-08

RONALD-L BOOK PA



Signature

Ronald L. Book, President
Printed Name & Title



Witness