

**CONTRACT NO. C 17-02-10-AP
STANDARD CONTRACT**

**BETWEEN THE CITY OF SUNRISE, FLORIDA
AND CONTRACTOR RONALD L. BOOK, P.A.**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City" or "the Owner") and Ronald L. Book, P.A. a Florida Corporation, (hereinafter referred to as the "Contractor"), whose address is 18851 NE 29th Ave, Suite 1010, Aventura, Florida 33180 and whose Federal Identification Number is 59-2769674.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is to represent the interests of the CITY including but not limited to, representation before the Florida Legislature, Florida Governor, Florida legislators, agencies of the State of Florida, School Board of Broward County, and other governmental entities. This will include the Legislative Sessions and any and all Special Sessions that may arise during the term of this Contract and as further stated below in the Scope of Work section attached hereto in Exhibit "A", which is attached and made a part of this Contract. Should this Contract be renewed or services continued as provided below, the Contractor will continue to provide such services for the duration of the renewal or continuation.

The City's representative/liason during the performance of this contract shall be Richard Salamon, City Manager or designee, telephone number (954) 746-3430.

The Contractor's representative/liason during the performance of this contract shall be: Ronald L. Book.

2. Payments

The Contractor will bill the City herein at the rates listed in Exhibit "A". Submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the contract and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

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Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for two (2) years, commencing December 1, 2016. In addition, contingent upon Budget approval, the City reserves the right to unilaterally renew the contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the vendor by the Purchasing Director.

In the event the services are scheduled to end either by Contract expiration or by termination by the City of Sunrise (at the City's discretion), the Contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance

maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Professional Liability: Contractor agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$1,000,000 Per Claim, \$1,000,000 Annual Aggregate, or a \$1,000,000 Combined Single Limit. When a self-insured retention (SIR) or deductible exceeds \$25,000, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than two years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

Certificate(s) of Insurance: Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

City of Sunrise
Attn: Purchasing Director
Purchasing Division
10770 W. Oakland Park Blvd
Sunrise, FL 33351

- 7. Performance & Payment Bonds Not Applicable
- 8. Termination For Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

- 9. Termination For Cause

This Contract may be terminated by either party upon three (3) calendar days written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the CITY, the Contractor shall indemnify

the CITY against any loss pertaining to this termination. In the event that the Contract is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10 and the provisions of Section 10 shall govern.

10. Termination For Convenience

This Contract may be terminated by the City without cause upon thirty (30) days written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all work completed and accepted by the City's Representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract.

11. Indemnification

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, OR REGARDLESS OF WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE CITY OF SUNRISE ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES, UNLESS SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS CONSTITUTE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. The City of Sunrise reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

12. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and are not officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 11, each party will be responsible for their own attorney's fees and costs.

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any interest shall be employed for said performance.

19. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this

Contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

21. Public Entity Crimes

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

22. Modifications of Work

If the City requires miscellaneous additional work or materials not delineated within the general Scope of Work, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract. The parties agree to negotiate in good faith changes in the Scope of Services that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Purchasing Director.

23. Notice

All written notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Purchasing Director
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

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

24. No Damages for Delay Not Applicable

25. Public Records Law

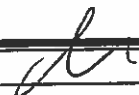
The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), e-mail (CityClerk @sunrisefl.gov), or mail (City of Sunrise, Office of the City Clerk, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351).

26. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the Terms & Conditions of this contract must be contained in the Deviation Page after approval by the City Attorney and Contractor to be binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]





IN WITNESS WHEREOF, the Purchasing Director, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: Ann Potter

Print: Ann Potter

Title: Purchasing Director

Date: 10/30/16

Approved as to form and legal sufficiency
Office of the City Attorney for Sunrise, Florida
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: Kimberly A. Kisslan
Kimberly A. Kisslan
City Attorney

CONTRACTOR

Genevieve
Witness

Donald L. Book
Print Contractor Name Above

Melissa Lima
Witness

By: [Signature]

Title: President

Date: 11/28/16

EXHIBIT "A"
SCOPE OF WORK

The City of Sunrise retains the services of a legislative consultant for matters in which the City may need professional services before the Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet, individual legislators, and other legislative bodies within the State. Such services shall include attending state legislative committee hearings and meetings, rulemaking proceedings or other administrative or legislative agency meetings.

The contract services shall include, but not necessarily be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services.

Ronald L. Book, P.A. and his principals shall agree to be available at all times upon reasonable request to meet with the City Commission, City staff, and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members, or state agencies on matters that effect the City. Contractor will review and understand the Agendas of the House and Senate leaders in order to assist the City to strategically seek funds and policy change.

Although legal opinions are not required as a part of the Contractor(s) responsibilities, the City will expect the Contractor to understand applicable laws and proposals under consideration by the Governor, administrative agencies or the Legislators or their committees, and the Contractor shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The Contractor is also expected to monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule challenges in the Division of Administrative Hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The Contractor would also be expected to report the outcome of such meetings. Contractor should be prepared to lobby committee members prior to and at these meetings, to accomplish the City's desired positions.

PROFESSIONAL SERVICES REQUIRED:

- a. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the City's satisfaction.
- b. Devise an overall funding strategy in light of shrinking opportunities.
- c. Identify relevant funding opportunities that may arise for which the City may qualify to apply; provide services in support of grants for which the City applies.

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- d. Work with the Florida delegation (Executive Branch and administrative offices, Florida Senate and House of Representatives) to ensure their understanding and support of projects for which the City is seeking assistance.
- e. Draft letters to the members regarding issues of interest and concern to the City, thank you letters to staff after meetings, or letters of appreciation.
- f. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters. Provide legal and legislative expertise and consulting services.
- g. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues that may either positively or negatively affect the City, and make recommendations on policy.
- h. Assist the City Commission and City staff in the coordination and development of the City's legislative program and appropriation requests.
- i. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as others that may arise that affect the City.
- j. Work with the City Commission, staff, and the Broward County Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.
- k. Develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.
- l. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session extended, or special session(s) and at legislative committee meetings and meetings of the Broward County Legislative Delegation.
- m. Appear and testify before state agency hearings, rulemaking proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative program.
- n. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Contractor is not expected to prepare permit or grant applications.
- o. Upon request, coordinate appointments/meetings between the City Commission or other City staff, and appropriate state officials and legislators.
- p. Contractor will provide the Mayor, Commissioners and key City staff with copies of the "Know Your Legislators" directories each year along with other marketing and promotional items.

- q. Contractor shall comply with the City's Ethics Code, as set forth in Section 10 - 16 through 10 - 32 of the City's Code. Contractor shall comply with the County's official Code of Ethics as set forth in Section 1-9 of Broward County Code.

DELIVERABLES

1. Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly. A written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that City administrators or elected officials may implement.
2. A written report that summarizes the status of the City's legislative priorities shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.
3. Provide periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

RESPONSIBILITIES OF THE CONTRACTOR:

- a. The Contractor shall perform the scope of services, as contained in the specifications. This list of services shall not be deemed to be all-inclusive, and may be changed from time to time as authorized by the City Commission.
- b. All correspondence shall be directed through the City Manager, or designee.

RESPONSIBILITIES OF THE CITY:

The City shall designate the City Manager as the "lead" staff person to coordinate with the Contractor, however, other individuals may be designated by the City Manager from time to time.

- a. The City shall have appropriate staff available as may be required to discuss issues with the Contractor, particularly during the legislative session.
- b. The City shall use its best efforts to cooperate with the Contractor in providing the information and documentation necessary in the performance of the Legislative consulting services under this Contract.

CONFLICT OF INTEREST:

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of other clients of the Contractor, the Contractor shall immediately notify the City Manager, or designee, in writing, of such conflict. Written notice may be in the form of e-mail notification. Such conflict is defined as any client represented by the firm. In the event the City becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the City Manager, or designee, shall promptly notify the Contractor of such conflict. The City and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the City and the Contractor. If the conflict cannot be resolved to the satisfaction of the City, the City reserves the right to procure these items/services from other vendors with an appropriate reduction to the Contractor's fee(s).

COMPENSATION, PAYMENT SCHEDULE, EXPENSES

Monthly Retainer. During the Initial Contract Period, City agrees to pay as a retainer for consulting services, the sum of \$4,166.67 per month, which monthly sum includes Contractor's expenses and travel. The monthly Retainer shall increase by 4% for each annual renewal period following the initial Contract Period, should the City notify the Contractor of its intent to renew. Retainer payments are due in advance of the month services are to be rendered and are payable on the first day of each month. The parties agree that after this Contract has been fully executed, the monthly payment will be paid within ten (10) days of the City's receipt of an invoice for services.