

**AGREEMENT**  
*between*  
**CITY OF COCONUT CREEK**  
*and*  
**PUBLIC CONSULTING GROUP, INC.**  
*for*  
**TRANSITIONAL STUDY FOR FIRE & EMS SERVICES**  
**RFP NO. 09-11-19-09**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between CITY OF COCONUT CREEK, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as “**CITY,**”

**AND**

Public Consulting Group, Inc., a Foreign Profit Corporation, its successors and assigns, hereinafter referred to as “**CONSULTANT.**”

*WITNESSETH*, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **CITY** and **CONSULTANT** agree as follows:

**ARTICLE I**

**DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 **CONTRACT ADMINISTRATOR:** Whenever the term "**CONTRACT**" **ADMINISTRATOR**" is used herein, it is intended to mean the City Manager or designee. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the **CONTRACT ADMINISTRATOR.**
- 1.2 **CONSULTANT:** Public Consulting Group, Inc., which is the professional organization with whom **CITY** has contracted for the performance of services pursuant to this Agreement.
- 1.3 **CITY:** City of Coconut Creek, Florida, a body corporate and politic and a political subdivision of the State of Florida.
- 1.4 **PROJECT:** The nature of the **PROJECT** is to provide professional consulting services for a Transitional Study for Fire & EMS Services as defined in **EXHIBIT “A” – Proposal attached hereto.**
- 1.5 **CONTRACT DOCUMENTS:** The contract documents consist of this Agreement, conditions of the Contract of RFP No. 09-11-19-09, all addenda issued prior to, and all modifications issued after execution of this Agreement if attached to this Agreement or repeated therein.

## ARTICLE 2

### PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Negotiations pertaining to the services to be performed by **CONSULTANT** were undertaken between **CONSULTANT** and **CITY**, and this Agreement incorporates the results of such negotiations.

## ARTICLE 3

### SCOPE OF WORK

- 3.1 **CONSULTANT'S** services shall consist of the tasks set forth in **EXHIBIT "A"**, attached hereto and made a part hereof, and shall include professional services, as applicable for the **PROJECT**. **CONSULTANT** shall provide all services as set forth in **EXHIBIT "A"** including all necessary, incidental and related activities and services required by the Scope of Work and contemplated in **CONSULTANT'S** level of effort.
- 3.2 The **CITY** reserves the right to add or delete tasks shown in **EXHIBIT "A"** as deemed necessary and based on fund availability.
- 3.3 **CONSULTANT** and **CITY** acknowledge that the Scope of Work does not delineate every detail and minor work Task required to be performed by **CONSULTANT** to complete a **PROJECT**. If, during the course of the performance of the services included in this **AGREEMENT**, **CONSULTANT** determines that it should perform work to complete a **PROJECT**, which is outside the level of effort originally anticipated, **CONSULTANT** shall notify **CONTRACT ADMINISTRATOR** in writing in a timely manner before proceeding with the work. If **CONSULTANT** proceeds with said work without notifying **CONTRACT ADMINISTRATOR** as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Work. Notice to **CONTRACT ADMINISTRATOR** does not constitute authorization or approval by **CITY**. Performance of work by **CONSULTANT** outside the originally anticipated level of effort without prior written **CITY** approval is at **CONSULTANT'S** sole risk.
- 3.4 **CONSULTANT** acknowledges that **CITY** is relying on the competence of **CONSULTANT** to meet the **PROJECT'S** intent.

## ARTICLE 4

### TIME OF PERFORMANCE

- 4.1 **CONSULTANT** shall perform the services described in **EXHIBIT "A"** within the time periods as specified in the Scope of Services Section III, Item 3 of the **RFP No. 09-11-19-09**.
- 4.2 In the event **CONSULTANT** is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over the **PROJECT**, and such delays are not the fault of **CONSULTANT**, **CITY** shall grant a reasonable extension of time for completing the work. It shall be the responsibility of **CONSULTANT** to notify the **CONTRACT ADMINISTRATOR** promptly, in writing, whenever a delay is anticipated or experienced, and to inform the **CONTRACT ADMINISTRATOR** of all facts and details related to the delay.

## ARTICLE 5

### COMPENSATION AND PAYMENT

- 5.1 **CITY** agrees to pay **CONSULTANT** as compensation for performance of all approved **PROFESSIONAL SERVICES** required under the terms of this Agreement pursuant to RFP No. 09-11-19-09 up to a total contract amount of **THIRTY-TWO THOUSAND, FIVE HUNDRED DOLLARS and ZERO CENTS (\$32,500.00)** which includes all travel expenses and a presentation of the final project report by the **CONSULTANT** to the City Commission at a public meeting to be determined at a later date. In the event the **CITY** exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be reduced accordingly.
- 5.2 The total contract amount includes full payment, including all labor, overhead, and other costs. No travel and meal costs are reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, approved in writing in advance by the **CITY**. Any such costs are payable at the **CITY** reimbursement rate.
- 5.3 **CONSULTANT** shall submit its invoices in the format and with supporting documentation as may be required by **CITY**.
- 5.4 **CITY** shall pay **CONSULTANT** monthly for services rendered within thirty (30) days from date of approval of each of **CONSULTANT'S** invoices by the **CONTRACT ADMINISTRATOR**. The parties shall comply with section 218.70, F.S., et seq., The Prompt Payment Act. If any errors or omissions are discovered in any invoice, **CITY** will inform **CONSULTANT** and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, **CITY** agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.
- 5.5. Payment will be made to **CONSULTANT** at: Public Consulting Group, Inc.  
148 State Street  
Boston, MA 02109

## ARTICLE 6

### ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- 6.1 **CITY** shall assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all information it has available pertinent to the **PROJECT** including previous reports and any other data relative to a **PROJECT**.
- 6.2 **CITY** shall review the itemized deliverables/documents identified in **EXHIBIT "A"** of **CONSULTANT** and respond in writing any comment within the time set forth on the approved Project Schedule.
- 6.3 **CITY** shall arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as reasonably required for **CONSULTANT** to perform its services under this Agreement.

## ARTICLE 7

### MISCELLANEOUS

- 7.1 **OWNERSHIP OF DOCUMENTS:** All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, that result from **CONSULTANT'S** services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of the **CITY** and the **CITY** shall consequently obtain ownership of them by any statutory law, common law and other reserved rights, including copyright; however, such documents are not intended or represented by **CONSULTANT** to be suitable for reuse by **CITY** on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by **CONSULTANT** for the specific purpose intended will be at **CITY'S** sole risk and without liability or legal exposure to **CONSULTANT** or to **CONSULTANT'S** independent professional subconsultants. If **CITY** alters any such documents, **CITY** will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.
- 7.2 **EXAMINATION OF RECORDS:** **CONSULTANT** shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The **CONSULTANT** shall also maintain the financial information and data used by the **CONSULTANT** in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The **CITY** shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The **CONSULTANT** will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the **CITY**. The Florida Public Records Act, Chapter 119 of the Florida Statutes as amended from time to time, may have application to records or documents pertaining to this Agreement and **CONSULTANT** acknowledges that such laws have possible application and agrees to comply with all such laws.
- 7.3 **EQUAL OPPORTUNITY:** **CONSULTANT** agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are

employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **CONSULTANT** agrees to furnish **CITY** with a copy of its Affirmative Action Policy, if requested.

**7.4** **NO CONTINGENT FEES:** **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **CONSULTANT**, to solicit or secure this Agreement 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 **CONSULTANT**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, **CITY** shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**7.5** **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred to otherwise encumbered by **CONSULTANT**, under any circumstances, without the prior written consent of **CITY**. Said consent shall be at **CITY'S** reasonable discretion and may not be unreasonably withheld.

**7.7** **REPRESENTATIVE OF CITY AND CONSULTANT:** It is recognized that questions in the day-to-day conduct of a **PROJECT** will arise. The **CONTRACT ADMINISTRATOR**, upon request by **CONSULTANT** shall designate in writing and shall advise **CONSULTANT** in writing of one (1) or more **CITY** employees to whom all communications pertaining to the day-to-day conduct of **PROJECT** shall be addressed.

**CONSULTANT** shall inform **CONTRACT ADMINISTRATOR** in writing of the representative of **CONSULTANT** to whom matters involving the conduct of **PROJECT** shall be addressed. **CONSULTANT** shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement.

**7.8** **ATTORNEY'S FEES:** If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

**7.9** **ALL PRIOR AGREEMENTS SUPERSEDED:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**7.10 NOTICES:** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

**City**

Karen M. Brooks, City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Florida 33063  
Phone: 954-973-6720  
Fax: 954-973-6777  
Email: [mblasi@coconutcreek.net](mailto:mblasi@coconutcreek.net)

**Consultant**

Marc Staublely  
Public Consulting Group, Inc.  
148 State Street  
Boston, MA 02109  
Phone: 617-426-2026  
Fax: 617-426-4632  
Email: [kriddle@pcgus.com](mailto:kriddle@pcgus.com)

**7.11 TRUTH-IN-NEGOTIATION CERTIFICATE:** Signature on this Agreement by **CONSULTANT** shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price any additions thereto shall be adjusted to exclude any significant sums by which **CITY** determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this Agreement.

**7.12 NON-EXCLUSIVE AGREEMENT:** The services to be provided by **CONSULTANT** pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude **CITY** from engaging other firms to perform the same or similar services for the benefit of **CITY** within **CITY'S** sole and reasonable discretion.

**7.13 WARRANTIES OF CONSULTANT:** **CONSULTANT** hereby warrants and represents as follows:

- A. At all times during the term of this Agreement, **CONSULTANT** shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- B. At all times during this Agreement, **CONSULTANT** shall perform its obligations in a prompt, professional and businesslike manner.

**7.14 CONSULTANT'S STAFF:** **CONSULTANT** will provide the key staff identified in their proposal for **PROJECT** as long as said key staff are in **CONSULTANT'S** employment.

**CONSULTANT** will obtain prior written approval of **CONTRACT ADMINISTRATOR** to change key staff. **CONSULTANT** shall staff provide **CONTRACT ADMINISTRATOR** with such information necessary to determine the suitability of proposed new key staff. **CONTRACT ADMINISTRATOR** will be reasonable in evaluating key staff qualifications.

If **CONTRACT ADMINISTRATOR** desires to request removal of any of **CONSULTANT'S** staff, **CONTRACT ADMINISTRATOR** shall first meet with **CONSULTANT** and provide reasonable justification for said removal.

**7.15** **PRECEDENCE:** In case of any conflict, the provisions of this Agreement, Articles 1 through 7, including Sub-Articles, shall take precedence over any addendum or additional consulting provisions.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Public Consulting Group, Inc., signing by and through Stephen P. Skinner, Director, duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Karen M. Brooks, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leslie Wallace May  
City Clerk

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

\_\_\_\_\_  
Date

**CONSULTANT**

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Signature of President/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

(CORPORATE SEAL)