

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2018, by and between the CITY OF COCONUT CREEK, a municipal corporation (herein referred to as City), and RONALD R. SCHULTZ, CONSULTANT (herein referred to as "RRS").

WHEREAS, Section 908 of the City's Charter requires the City to appoint a Re-Districting board every five (5) years to evaluate the voting districts of the City; and

WHEREAS, RRS possesses the knowledge, ability, professional skills and qualifications to perform services and covenants to carry out the terms of this Agreement; and

WHEREAS, the City has retained the services of RRS in previous years in order to satisfy the Charter-driven re-districting requirements, and finds that engaging RRS is in the City's best interests.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That RRS shall act in an advisory capacity to the Re-Districting Board of the City for the purposes of providing demographic and geographic expertise in the development and preparation of geographic boundaries for City Commission Districts for the election of City Commissioners.
2. That RRS shall revise City Commission districts in such manner so as to achieve the following objectives to the greatest extent possible:
 - a. Equality of population among the districts;
 - b. Compactness and contiguity of district areas;
 - c. Integrity of neighborhood/community interests.
3. That in preparing the district boundaries, RRS shall develop and use the most current data available including, but not limited to data that may be obtained from the 2010 Census of Population along with statistical and computerized methods of analysis.
4. That from the available data, RRS shall present to the Re-Districting Board a minimum of three (3) alternative district boundaries, along with recommendations as to the manner each meets the stated objectives.
5. RRS shall participate in a maximum of four (4) Re-Districting Board meetings, and one (1) City Commission meeting, if requested. If additional meetings beyond these are deemed necessary, an hourly rate as noted in Paragraph 12 shall be charged.

6. That RRS shall, in analyzing available data, take into consideration current growth trends to estimate the City's demographic characteristics that will exist as of March 2019. District populations shall take into consideration Certificates of Occupancy projections to the date of the March 2019 election. Said estimate shall be included in the preparation of the alternatives set forth in paragraph 4 above.
7. That RRS shall review with City staff dwelling unit and population data and based thereon, recommend to the City a method for periodically updating the population estimates within the City by subdistrict geographic units. Said method shall permit the systematic collection and tabulation of Certificates of Occupancy issued by the City and for their incorporation into a population and housing database for the City.
8. That the City shall provide RRS any and all available and pertinent information requested by RRS.
9. That the City shall designate the City Clerk and/or Director of Sustainable Development as Project Coordinators for purposes of providing information to RRS.
10. That the City shall bear the costs of preparation and reproduction of final maps and graphics subject to approval of the Director of Development Services.
11. That all materials and data developed for the City under this Agreement shall become the property of the City.
12. This Agreement does not create an employer/employee relationship between the parties. RRS is not entitled to any benefits paid to City employees. It is the intent of the parties that under this Agreement, an independent RRS is not an employee of the City for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law.
13. RRS shall be responsible for all taxes of any kind. An IRS W-2 form will not be provided. The City will provide an IRS Form 1099 required by law. RRS recognizes that no Federal Income Tax or Social Security will be withheld. However, if RRS requests in writing that Federal Income tax be withheld, the City will deduct the Federal Income tax withheld and remit to the IRS.
14. While RRS shall conform to standards and policies of the City of Coconut Creek, RRS shall have sole control of the work and the manner in which it is performed.

15. This Agreement is a professional service contract and an assignment of this Agreement by **RRS** without the written consent of the **City** is void. **RRS's** employees and/or subcontractors that will perform work pursuant to this Agreement shall be limited to Ronald R. Schultz and James Gammack-Clark. Both parties agree that any assignment of this Agreement to persons other than those listed herein shall require advanced written consent from both parties.
16. **RRS** shall be free to contract for similar services to be performed for other entities or persons while under contract with the **City**. The provision of services provided for herein is non-exclusive. The **City** may retain additional entities or persons to perform the same or similar work, if in its sole discretion the **City** desires to do so.
17. The parties agree that one percent (1%) of the total compensation paid to **RRS** for the work of the Agreement shall constitute specific consideration to **RRS** for the indemnification to be provided under the contract. **RRS** shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of **RRS** any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
18. In any and all claims against the **City**, or any of their agents or employees by any employee of **RRS**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Vendor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the **City** pursuant to Chapter 768, Fla. Stat., nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this contract. Such release and indemnification outlined herein shall extend beyond the termination of this Agreement.
19. **RRS** shall provide the **City** with proof of insurance. Prior to executing the Agreement, **RRS** agrees to provide the **City** with a Certificate of Insurance. The Certificate of Insurance must be in a form acceptable to the **City**, naming the City of Coconut Creek as an "Additional Insured". The Certificate shall include General Liability. The General Liability coverage will be written in an

“occurrence” basis format, with a minimum limit of \$1,000,000 for each occurrence. Workers’ Compensation Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Automobile Liability with a limit of \$500,000.00 each accident. Note: If **RRS** is exempt from Florida’s Workers’ Compensation law, **RRS** must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers’ Compensation.

20. **RRS** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **RRS** agrees to:

- a) Keep and maintain all records that required by the City to perform the services.
- b) Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if **RRS** does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of **RRS** or keep and maintain public records required by the City to perform the service. If **RRS** transfers all public records to the City upon completion of the contract, **RRS** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **RRS** keeps and maintains public records upon completion of the contract, the Vendor 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 **RRS** does not comply with this section, the City shall enforce the contract provisions in accordance herewith and may unilaterally cancel this contract in accordance with state law.

IF RRS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RRS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.

21. All notices shall be effective when mailed to the following addresses:

RRS’s address:

Ronald R. Schultz
4650 Links Village Drive, D-204

Ponce Inlet, FL 32127
Phone:(386)383-7016
email: schultzr@fau.edu

City address:

Mary C. Blasi, City Manager
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063
Phone: (954)973-6720
Email: mblasi@coconutcreek.net

22. That the City shall pay to RRS for the above services \$ 20,000. Services beyond those listed above shall be billed at \$150.00 per hour. Payment as follows:
- a. Invoice for payment of fifty percent (50%) shall be forwarded to the Director of Finance and Administrative Services at the Government Center, for services rendered through point of submission of demographic profiles, including redistricting scenarios to the Re-Districting Board. Payment shall be made by the City within thirty (30) days of receipt of invoice upon confirmation that demographic profiles and redistricting scenarios have been delivered on or about October 1, 2018.
 - b. Invoice for final payment shall be sent to the Director of Finance and Administrative Services at the Government Center upon completion of the project. Completion shall be defined to mean the time when a Re-Districting Board Report has been delivered to the City Commission. Payment shall be made by the City within thirty (30) days of receipt of invoice upon confirmation by City that RRSs final presentation has been given to the Re-Districting Board.
23. That RRS shall complete the project as described above within the 90-day appointment period for which the Re-Districting Board is constituted as defined by Sec. 908 of the City Charter. RRS may commence work on the project as of the effective date of this contract.
24. Either party may terminate this Agreement prior to the designated term by giving thirty (30) days written notice to the other. Upon early termination, City shall pay all costs for work performed as of the date of termination.
25. This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Florida. Venue of any legal action of any kind relative to the terms, provisions and conditions of this Agreement shall be exclusively in the 17th Judicial Circuit of Broward County, Florida.

26. If any provisions of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired, and such remaining provisions shall remain in full force and effect.

27. This Agreement contains all the agreements, conditions, understandings, representatives and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified except by agreement in writing signed by both parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, by the duly authorized officers of the City and by RRS, this _____ day of _____, 2018.

RONALD R. SCHULTZ, RRS

CITY OF COCONUT CREEK

By: 

By: _____

Ronald R. Schultz, RRS

Mary C. Blasi, City Manager

APPROVED AS TO LEGAL FORM:

By: _____

Terrill C. Pyburn, City Attorney

Attest: _____

Leslie May, City Clerk