

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
BARTH ASSOCIATES LLC
for
PARKS AND RECREATION MASTER PLAN
RFP NO. 02-28-18-11

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Barth Associates, LLC with offices located at 10030 SW 52nd Road, Gainesville, FL 32608 (the "Vendor") to provide a Parks and Recreation Master Plan pursuant to RFP No. 02-28-18-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 02-28-18-11, Parks and Recreation Master Plan, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) Contract Price

The Agreement shall be performed in current funds pursuant to RFP No. 02-28-18-11. Pricing shall be as per Exhibit "A" - Project Fee Estimate.

3) Scope of Work

- 3.1 Vendor's services shall consist of the phases set forth in Exhibit "B" - Phasing of Services, attached hereto and made a part hereof, and shall include professional services, as applicable for the project. Vendor shall provide all services as set forth in Exhibit "B," including all necessary, incidental and related activities and services required by the Phasing of Services and contemplated in vendor's level of effort.
- 3.2 The City reserves the right to add or delete tasks shown in Exhibit "B" as deemed necessary and based on fund availability.
- 3.3 Vendor and City acknowledge that the Phasing of Services does not delineate every detail and minor work Task required to be performed by Vendor to complete the project. If, during the course of the performance of the services included in this Agreement, Vendor determines that it should perform work to complete the project, which is outside the level of effort originally anticipated, Vendor shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If the Vendor proceeds with said work without notifying Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Phasing of Services. Notice to Contract Administrator does not constitute authorization or approval by the City. Performance of

work by Vendor outside the originally anticipated level of effort without prior written City approval is at Vendor's sole risk.

3.4 Vendor acknowledges that the City is relying on the competence of the Vendor to meet the project's intent.

4) Time of Performance

4.1 Vendor shall perform the services described in Exhibit "B" – Phasing of Services, starting on August 1, 2018, and shall be substantially completed within nine (9) months with a final completion date of July 31, 2019.

4.2 In the event the Vendor 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 the vendor, the City shall grant a reasonable extension of time for completing the work. It shall be the responsibility of the vendor 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.

5) Independent Contractor

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

6) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

7) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, 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 following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

David Barth
Barth Associates, LLC
10030 SW 52nd Road
Gainesville, FL 332608
Phone: 561-308-9937
Email: david@barthassoc.com

8) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

9) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

10) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

11) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

12) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

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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 Barth Associates, LLC, signing by and through David Barth (Principal) duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

VENDOR

ATTEST:

Barth Associates, LLC

Company Name

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2018.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.