

AGREEMENT
between
CITY OF COCONUT CREEK
and
VAN SCOYOC ASSOCIATES, INC.
for
FEDERAL LOBBYING SERVICES
RFP NO. 02-10-21-09

This Agreement is made and entered into this _____ day of _____, 2021, 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

Van Scoyoc Associates, 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**: Van Scoyoc Associates, 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 Federal Lobbying Services as defined in **EXHIBIT “A” – SCOPE OF WORK**.

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.
- 3.5 **CONSULTANT** will strive to meet the following performance measures and targets developed together with **CITY** to track progress and ensure completion of tasks detailed in Scope of Work and discussed during **CONSULTANT** presentation:
- Produce Annual Legislative Agenda – 1
 - Present at Commission Meetings, at a minimum – 1
 - Produce Monthly Updates of Van Scoyoc's activities completed on behalf of the City (to include legislation monitored, actions taken, etc.) – 12

- Request policy language changes in Federal Legislation, at a minimum -1
- Apply for grants, at a minimum – 4
- Apply for Earmarks, at a minimum – 1
- Produce “Grant Forecasting Reports” - 4
- Van Scoyoc technical staff meet with City staff - 4
- Develop a funding strategy based on the potential “Infrastructure Bill” - 1

ARTICLE 4

TERM OF AGREEMENT

4.1 **CONSULTANT** shall perform the services described in **EXHIBIT “A”** upon the date of Commission approval and shall not expire for a period of one (1) year from the date of the approval of the Agreement. The City reserves the right to extend this contract for four (4) additional one (1) year periods, providing both parties agree to the extension in writing, and all the terms, conditions and specifications remain the same by the **CITY**. **CONSULTANT** shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial amount.

Agreement renewal shall be based on satisfactory performance of Consultant, mutual acceptance, and determination that the continuation of the Agreement is in the best interest of the **CITY**.

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 and as described in **EXHIBIT “A”** up to a total contract amount of One Hundred and Eight Thousand **DOLLARS and 00 CENTS (\$108,000)** annually, payable at Four Thousand Five Hundred Dollars and 00 **CENTS (\$4,500)** per month. In the event the **CITY** exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be adjusted 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: Van Scoyoc Associates, Inc.
800 Main Ave. SW, Suite 800
Washington. DC 20024

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 TERMINATION:** This Agreement may be terminated by **CONSULTANT** for cause or by **CITY** for any reason with or without cause, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, **CONSULTANT** shall be paid its compensation for services performed to termination date, including all **REIMBURSABLES** then due to incurred to termination date. All finished or unfinished correspondence, studies, data, analyses, documents, instruments, applications, memorandums, sketches, tracings, drawings, specifications, design, design calculations, details models, photographs, reports, surveys and other documents, plans and data that result from **CONSULTANT'S** services under this Agreement shall become and shall remain the property of **CITY** and shall be delivered by **CONSULTANT** to **CITY**.
- 7.3 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.
- 7.4 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, sexual orientation, 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 national origin, or sexual orientation. 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.
- 7.5 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.
- 7.6 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 WAIVER OF JURY TRIAL

VENDOR AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

7.8 INDEMNIFICATION OF CITY: The parties agree that one percent (1%) of the total compensation paid to **CONSULTANT** for the work of the contract shall constitute specific consideration to **CONSULTANT** for the indemnification to be provided under the Contract. The **CONSULTANT** 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 the **CONSULTANT**, any subconsultant, 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.

In any and all claims against the **CITY**, or any of their agents or employees by any employee of the **CONSULTANT**, any subconsultant, 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 section 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 **CONSULTANT** or any subconsultant 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, Florida Statutes as amended from time to time, nor shall it constitute an agreement by the **CITY** to indemnify **CONSULTANT**, its officers, employers, subconsultants or agents against any claim or cause of action. The release and indemnification provided hereunder shall survive the expiration or termination of the Agreement.

7.8 INSURANCE:

Throughout the term of this Contract, Successful **CONSULTANT** and/or any and all subconsultants or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

7.8.1 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

7.8.2 Professional Liability/Errors and Omissions Coverage

If the **CONSULTANT** is to provide professional services under this Agreement, the **CONSULTANT** must provide the **CITY** with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the **CONSULTANT'S** operations or premises, any person directly or indirectly

employed by the **CONSULTANT**, and the **CONSULTANT'S** obligations under indemnification under this Agreement.

7.8.3 CONSULTANT acknowledges that the **CITY** is relying on the competence of the **CONSULTANT** to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to **CONSULTANT'S** negligent errors and omissions, **CONSULTANT** shall promptly rectify them at no cost to **CITY** and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

7.8.4 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the **CITY** receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, **CITY** may, at its sole option terminate this Agreement effective on the date of such lapse of insurance. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
Attn: Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

7.8.5 General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

7.8.6 Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted by CONSULTANT with this executed Agreement. The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

7.8.7 Insurance Company and Agent

All insurance policies herein required of the **CONSULTANT** shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

7.9 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.

7.10 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.

7.11 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.

7.12 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: kbrooks@coconutcreek.net

Consultant

James A. Crum
Van Scoyoc Associates, Inc.
800 Main Ave. SW, Suite 800
Washington, DC 20024
Phone: 202-638-1950
Fax: 202-638-7714
Email: jcrum@vsadc.com

7.13 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.

7.14 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.

7.15 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.

7.16 GOVERNING LAW: This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

7.17 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.

7.18 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.

7.19 ANTI-DISCRIMINATION:

That **CONSULTANT** shall for itself, its personal representatives, successors in interests, assigns, subconsultants, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) **CONSULTANT**, its personal representatives, successors in interests, assigns, subconsultants, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, veteran or service member status.

7.20 GRATUITIES AND KICKBACKS:

7.20.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

7.20.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a Contract to **CONSULTANT** or higher tier sub-consultant or any person associated therewith, as an inducement of the award of a subcontract or order.

7.20.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

7.21 PUBLIC RECORDS:

CONSULTANT shall keep such records and accounts and require any and all **CONSULTANTS** and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which **CONSULTANT** expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by **CITY** and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement or termination of the Agreement, whichever is later. Incomplete or incorrect entries in such books and records will be grounds for **CITY'S** disallowance of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes as amended from time to time. To the extent Contractor is a Contractor acting on behalf of the **CITY** pursuant to Section 119.0701, Florida Statutes as amended from time to time, Contractor shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the **CITY** in order 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, Florida Statute, 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the **CITY**.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the **CITY** all public records in possession of the Contractor or keep and maintain public records required by the **CITY** to perform the services. If the Contractor transfers all public records to the **CITY** upon completion of the services, 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 services, 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 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC

RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.

If Contractor does not comply with this section, the **CITY** shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

- 7.22 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

ARTICLE 8

E-VERIFY

8.1 DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

8.2 Effective January 1, 2021

Public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
- c) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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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 _____ (Name of party with whom Agreement is made), signing by and through its _____ (President, Owner, CEO, etc.) 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:

Van Scoyoc Associates, Inc.

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

EXHIBIT "A"
SCOPE OF SERVICES

The lobbying firm, in accordance with the highest legal, ethical, and professional standards, shall consult and advise the City of Coconut Creek on issues including public works, transportation, solid waste and recycling, communications, public safety, physical environment, water resources, housing, Federal legislative policy, and Federal grants. These services shall include but not be limited to:

1. Coordinate funding, legislation and policy related activities within the United States Congress and Federal agencies.
2. Advocate the City's interests during the United States legislative and regulatory process.
3. Monitor and report on proposed and ongoing legislation that could affect the City. This includes legislation related to the City's federal legislative priorities as identified in the City's 2021 Federal Legislative Agenda (Exhibit A).
4. Identify, analyze and report political and/or policy trends that may affect the direction or development of legislation that may impact the City.
5. Assist in the formulation of public policy related to public works, transportation, solid waste and recycling, communications, public safety, physical environment, water resources, and housing programs.
6. Monitor solid waste issues and changes in law that could impact the operation of the Monarch Hill Landfill. This includes but is not limited to contacting the Department of Environmental Protection, the United States Congress, and various Federal agencies including the Department of Justice, and United States Senators and Congressmen.
7. Develop strategies to obtain and maximize funding for City programs including but not limited to fire and emergency services, reclaimed water projects, and transportation and roadway improvements. This includes the identification of and pursuit of Federal grants. The successful lobbying firm will provide an analysis related to the success potential of funding opportunities recommended for the City to pursue.
8. Prepare correspondence on the City's behalf in support of specific lobbying objectives.
9. Maintain direct and frequent contact with key United States Senators and members of Congress. Upon request, coordinate appointments/meetings between the City Administration/Staff and appropriate Federal Legislators.
10. Appear and testify before Federal hearings, rule-making proceedings and other administrative agency or legislative meetings when necessary to promote and seek passage of legislation affecting the City of Coconut Creek and its residents.
11. Draft an annual Federal Legislative Agenda to be completed and sent to the City by January 15 of each year after significant discussion with staff.
12. Report regularly to the City by way of correspondence, informational bulletins, and personal briefings concerning specific Federal legislation, rules, policy, and program directions.

13. Provide a monthly written report of activities performed on behalf of the City.
14. Provide documentation and research materials upon request.
15. Provide at least one trip to a City Commission Meeting to give an update to the City Commission on matters concerning the City.
16. Satisfactorily comply with the performance measures set forth in Article III., Section 3.5 of the Agreement.