

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
ERICKS CONSULTANTS, INC.
for
STATE AND LOCAL LOBBYING SERVICES
L.O.I. NO. 01-14-15-10

This Agreement is for lobbying services between, the City of Coconut Creek (City) located at 4800 West Copans Road, Coconut Creek, Florida 33063 and Ericks Consultants, Inc. (Consultant), located at 205 South Adams Street, Tallahassee, Florida 32301, with offices at 1815 Cordova Road, Suite 203, Fort Lauderdale, Florida 33316.

WHEREAS, City, a municipal corporation, is in need of political consulting services; and

WHEREAS, Consultant, a Florida Corporation, shall assist City with its political consulting.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. RECITALS: The above recitals are true and correct and incorporated as part of this Agreement.
2. CONSULTANT SERVICES: Consultant is hereby retained as an independent contractor to City, to assist City by providing political consulting services on matters of governmental affairs before the Florida Legislature, the Florida Cabinet and Executive Branch Agencies, the Broward County School Board, Broward County Board of County Commissioners, and the South Florida Water Management District.
 - a. Within two (2) weeks of approval of this agreement by the City Commission, Consultant agrees to submit a schedule outlining the responsibilities and services they will perform over the course of the year (as submitted by Consultant in 2.1-2.11 below), broken out by month. This schedule will include, but not be limited to: legislative agenda activities and deadlines, including meetings with staff, presentations, Legislative Agenda deadlines, and legislative updates; appropriations application deadlines (either confirmed or anticipated based on past deadlines); and grant application deadlines (including

but not limited to Florida Recreation Development Assistance Program (FRDAP) and beautification grants).

b. Consultant will provide monthly written status reports during non-session months to the City Manager referencing the schedule of activities provided to the City at the onset of this agreement and include updates of said activities as well as introduce any new information or opportunity for the City (2.9).

- . 2.1 Consultant shall identify opportunities and pursue legislative appropriations including, but not limited to, fire and emergency services, reclaimed water projects, roadway improvement, Florida Recreation Development Assistance Program (FRDAP), beautification grants, public safety and environmental activities.
- . 2.2 Consultant shall work on the legislative authorization process.
- . 2.3 Consultant shall assist the City of Coconut Creek in identifying and coordinating State permits and grants.
- . 2.4 Consultant shall attend and proactively participate in a legislative workshop prior to the start of the Legislative Session to help craft priorities and address issues to meet the City's needs. Consultant will also continue to review all existing and proposed State policies, programs and legislation. In addition, Consultant shall identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters.
- . 2.5 Consultant shall assist in formulating pertinent public policy. This includes:
 - a. Collaborating with other advocates including the Florida League of Cities (FLC) and National League of Cities (NLC); Consultant shall work side-by-side with the Florida League of Cities in-house Legislative Team. Consultant will also regularly attend all Florida League of Cities Policy Meetings and Annual Conferences throughout the year;
 - b. Reviewing the legislative policy statements adopted by the Florida League of Cities (FLC), other local governments and lobbying groups for the purpose of identifying issues, which might positively or negatively affect the City, and make recommendations on policy. Consultant shall work closely with the Florida League of Cities, the Florida Association of Intergovernmental Relations, the Florida Association of Counties, as well as the Florida Association of Professional Lobbyists to ensure that Consultant has a thorough understanding of any issues that could potentially affect the City;
 - c. Raising, discussing and recommending any affirmative legislative action that may benefit the City;
 - d. Meeting with Legislators;
 - e. Drafting legislation should the City look to file general or local legislation, Consultant shall be responsible for drafting that language;

- f. Once the legislation is crafted, Consultant shall be responsible for obtaining sponsors for the bills;
 - g. Drafting an annual State Legislative Agenda after significant discussion with Staff, to be completed and sent to the City each year in advance of the start of the legislative session, to be presented by Consultant to the City Commission at a Commission Workshop in advance of the start of the legislative session each year.
- . 2.6 Consultant shall testify, lobby and assist with issues encountered with State, County, School Board, South Florida Water Management District and regulated utilities as necessary.
 - . 2.7 Consultant shall appear and testify before State and Local hearings, rule-making proceedings and other administrative agency or legislative meetings, when necessary to promote and seek passage of legislation positively affecting the City of Coconut Creek and its citizens or block passage of legislation negatively affecting the City of Coconut Creek and its citizens.
 - . 2.8 Consultant shall, upon request, coordinate appointments/meetings between the City Administration/Staff and the City Commission and appropriate State and Local Officials/Legislators.
 - . 2.9 Consultant shall provide, at a minimum, weekly written status reports during the State Legislative Sessions, as well as monthly written status reports during non-session months to the City Manager. These monthly status reports will reference the annual calendar of activities provided to the City at the onset of this Agreement, and include updates of said activities as well as introduce any new information or opportunity for the City. During the Legislative Session, more frequent reports may be provided on specific bills identified by Consultant and/or City Manager that may have a direct impact on the City. All reports shall be sent through electronic mail.
 - . 2.10 Consultant shall provide at a minimum two (2) public presentations (workshop and special meetings) each year to the Commission for updates, preferably pre and post legislative session.
 - . 2.11 Consultant shall register as a lobbyist with Broward County.
3. **TERM OF AGREEMENT:** This Agreement shall become effective upon the date of Commission approval and shall not expire for a period of two (2) years from the date of the approval of the Agreement.

The City reserves the right to extend this contract for three (3) 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 Commission. 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 Agreement is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this Agreement, the Consultant shall continue the service for not more than ninety (90) days upon the request of the City Manager or designee. The Consultant shall be compensated for services at the rate in effect when this extension clause is invoked by the City.

4. **PAYMENT:** The parties have determined the most efficient and economical method to compensate for Consultant's services is by a monthly retainer. The monthly retainer shall be deemed earned by Consultant upon City being invoiced by Consultant.

In consideration for this Agreement, City shall pay Consultant a fee of Thirty Six Thousand Dollars (\$36,000) annually payable at Three Thousand (\$3,000) per month.

- a. The above payments are due on the 10th day of each month. The first month shall be prorated. Services shall begin upon Commission approval.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by electronic mail, U.S. mail, or personal delivery. Notices, bills, and payments sent by mail shall be addressed as follows:

CITY: City of Coconut Creek, Florida
Attn: Mary C. Blasi, City Manager
4800 West Copans Road
Coconut Creek, FL 33063
Phone: 954-973-6720
Fax: 954-973-6777
mblasi@coconutcreek.net

CONSULTANT: Ericks Consultants, Inc.
205 South Adams Street
Tallahassee, FL 32301
Phone: 850-224-0880
Fax: 850-224-5971

6. **RELATIONSHIP OF PARTIES:**

- a. Consultant and City, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or representatives of the other. Consultant is an independent contractor and shall not be liable in any way whatsoever for the nature and quality of the work performed by City. In performing Services under this Agreement, Consultant shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of City. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by City.

- b. As an independent contractor, Consultant shall be solely responsible for determining the means and methods for performing the Services. Consultant and City will determine the time, the place, and the manner in which the Consultant will provide the Services.
 - c. The City agrees that Consultant assumes no liability to the City or any third party with respect to the performance or the action or inaction of the City. Consultant agrees that City assumes no liability to any third party with respect to the performance or the action or inaction of Consultant.
7. **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.
 8. **NON-DISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
 9. **COMPLIANCE:** Consultant and City shall comply with the Lobbying Disclosure Act and all amendments thereto and the Honest Leadership and Open Government Act of 2007.
 10. **TERMINATION:** Consultant or City may terminate this Agreement at any time for breach of this Agreement or at will with thirty (30) day's notice. The City shall be responsible for any consulting fees due and payable up to the date of termination on a pro-rata basis.
 11. **SEVERABILITY:** Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.
 12. **GOVERNING LAW:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.
 13. **JURISDICTION AND VENUE:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. The venue for actions arising out of this agreement is fixed in Broward County, Florida. In addition, in special proceedings or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida

shall be applicable and shall govern to the exclusion of the law of any other forum.

14. **WAIVER:** Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.
15. **BEST EFFORTS:** Consultant shall use his/her best efforts in carrying out the responsibilities set forth in this Agreement, but does not guarantee any outcome relating to such services.
16. **ATTORNEYS' FEES:** The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.
17. **CAPTION AND NUMBERS:** The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.
18. **ASSIGNMENT:** This Agreement is not assignable without the advanced written consent of both parties and shall be binding upon the parties thereto.
19. **AUTHORITY:** The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.
20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both Consultant and City.
21. **PUBLIC RECORDS REQUIREMENTS:** City is a public agency subject to Chapter 119, Florida Statutes. To the extent Ericks Consultants is acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Ericks Consultants shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by City were City performing the services under this Agreement;
 - b) Provide the public with access to such public records on the same terms and conditions that City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c)** Ensure that public records that are exempt or that are confidential and exempt from public record requirements; are not disclosed except as authorized by law; and
- d)** Meet all requirements for retaining public records and transfer to City, at no cost, all public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.
- e)** The failure of Consultant to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement on the respective dates under each signature. City of Coconut Creek, through its City Manager or designee and Ericks Consultants, Inc., signing by and through David L. Ericks, President duly authorized to execute same. To be executed on the day and year first above written.

ATTEST:

CITY OF COCONUT CREEK, FLORIDA

Leslie Wallace May, City Clerk

By: _____
Mary C. Blasi, City Manager

Approved as to Form:

Terrill C. Pyburn, City Attorney

ATTEST:

ERICKS CONSULTANTS, INC.

Candice D. Ericks, Corporate Secretary

By: _____
David L. Ericks, President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

Signature of Notary Public - State
of Florida