

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2026 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 by July 15, 2026 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: **A SCOPE OF SERVICES document is attached to and made a part of this AGREEMENT as Exhibit A.**

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 obtained from the 2020 US 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 up to three (3) Alternative District Boundaries, along with recommendations as to the manner each meets the stated objectives. These Alternative District Boundaries will be developed after presentation of the City's current population by district to the Re-Districting Board.

5. RRS shall participate in a maximum of four (4) Re-Districting Board meetings, and two (2) City Commission meetings, if requested. If additional meetings or alternative maps are deemed necessary, an hourly rate as noted in Paragraph 28 shall be charged.
6. That RRS shall, in analyzing available data, take into consideration current growth trends to estimate the City's population geography characteristics that will exist as of February , 2026. District populations shall take into consideration Certificates of Occupancy, Land Use Entitlements, and/or Issued Building Permits, issued since the 2020 Census and their projections to the above month 2026. 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 Resilient Design and 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 the Resilient Design and Development Department.
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, James Gammack-Clark and Michael Stamm Jr. 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 are 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 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.gov](mailto:PublicRecords@coconutcreek.gov), 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:  
Sheila Rose, City Manager  
City of Coconut Creek  
4800 W. Copans Road  
Coconut Creek, FL 33063  
Phone: (954) 973-6720  
Email: srose@coconutcreek.gov

With a Copy to:  
Terrill C. Pyburn, City Attorney  
City of Coconut Creek  
4800 West Copans Rd.  
Coconut Creek, FL 33063  
Phone: (954) 973-6797  
Email: tpyburn@coconutcreek.gov

22. Scrutinized Companies and Countries of Concern per Sections 287.135, 215.473, & 287.138, Florida Statutes

RRS hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (formerly the Iran Petroleum Energy Sector List); and c) has not been engaged in business operations in Cuba or Syria. If City determines that RRS has falsely certified facts under this paragraph, or if RRS is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive certain requirements of this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the RRS provides the City with an affidavit signed by an authorized representative of the RRS, under penalty of perjury, attesting that the RRS does not

meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the RRS provides the City with an affidavit signed by an authorized representative of the RRS, under penalty of perjury, attesting that the RRS does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

\_\_\_\_\_ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 23. E-Verify Requirements

Effective January 1, 2021, public and private employers, RRSs and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/RRS 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/RRS to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/sub consultants/subcontractors) assigned by Vendor/Consultant/RRS to perform work pursuant to the contract with the Department. The Vendor/Consultant/RRS 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.

By entering into this Agreement, the RRS becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "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 to RRS attesting that the

subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. RRS agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes as amended, and RRS may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. RRS will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

#### 24. Foreign Gifts and Contracts

The RRS must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: “In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause.”

#### 25. Prohibited Telecommunications Equipment

RRS represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, RRS represents and certifies that RRS and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If RRS is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, RRS must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

#### 26. Environmental/Social Activism under Section 287.05701, Florida Statutes

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a RRS based on social, political or ideological interests as defined in the statute. RRS is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

#### 27. Human Trafficking Affidavit

When an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty or perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

<p>_____ does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking". Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Signature: _____ Date: _____</p>
--

28. That the City shall pay to RRS for the above services \$29,600. Services beyond those listed above shall be billed at \$170.00 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 August 9, 2026.
- b. Invoice for final payment shall be sent to the Director of Finance and Administrative Services 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.

29. That RRS shall complete the project as described above within the 120-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.

30. 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.

31. 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 17<sup>th</sup> Judicial Circuit of Broward County, Florida.
32. 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.
33. 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 \_\_\_\_\_, 2026.

RONALD R. SCHULTZ, RRS

CITY OF COCONUT CREEK

By:

\_\_\_\_\_  
Ronald R. Schultz, RRS

\_\_\_\_\_  
Sheila N. Rose, City Manager

APPROVED AS TO LEGAL FORM:

By:

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

Attest:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk