

**AGREEMENT**  
*between*  
**CITY OF COCONUT CREEK**  
*and*  
**ERICKS CONSULTANTS, INC.**  
*for*  
**STATE AND LOCAL LOBBYING SERVICES**  
**RFP NO. 08-06-25-10**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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 Ericks Consultants, Inc., a Florida corporation with offices located at 205 South Adams Street, Tallahassee, FL 32301 to provide State and Local Lobbying Services pursuant to RFP No. 08-06-25-10.

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. 08-06-25-10, all addenda issued prior to execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

**2) The Work**

The Vendor shall perform all work for the City required by the contract documents and RFP No. 08-06-25-10, as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Vendor further warrants that there has been no violation

of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

**3) Contract Price**

The Agreement shall be performed in current funds with pricing pursuant to Exhibit "A" – Schedule of Proposal Prices and as per the approved budget.

**4) Contract Term**

The initial Agreement period shall be for two (2) years commencing on the date written on the first page of this Agreement.

**5) Contract Extension**

The City reserves the right to extend the Agreement for three (3) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**6) Termination**

This Agreement may be terminated by Vendor 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, Vendor shall be paid its compensation for services performed to termination date. All finished or unfinished sketches, tracings, drawings, specifications, design, design calculations, details models, photographs, reports, surveys and other documents, plans and data that result from Vendor's services under this Agreement shall become and shall remain the property of City and shall be delivered by Vendor/ to City.

**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 without any penalty due to lack of funding.

**8) Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**9) 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 Vendor, 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.

**10) Non-Exclusive Agreement**

The services to be provided by Vendor 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.

**11) Warranties of Vendor: Vendor** hereby warrants and represents as follows:

- a) At all times during the term of this Agreement, Vendor 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, Vendor shall perform its obligations in a prompt, professional and businesslike manner.

**12) Conflict of Interest**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Vendors must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Vendors must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendors' firm or any of its branches or affiliate companies.

**13) 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 Vendor 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 Vendor.

**14) 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. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

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**

Ericks Consultants, Inc.

205 South Adams Street, Tallahassee, FL  
32031

Phone: 850-224-0880

Email: [candice@ericksconsultants.com](mailto:candice@ericksconsultants.com)

Web Address: [www.ericksconsultants.com](http://www.ericksconsultants.com)

**15) Insurance Requirements:**

a) The Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Neither Vendor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The certificate must name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members; and 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. All insurance policies herein required of the Vendor 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 Florida. The Vendor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Policies shall be "Occurrence" form. Each carrier will give the CITY sixty (60) days' notice prior to cancellation. Throughout the term of this contract, Vendor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

1. Workers' Compensation

If the Vendor is required to go on to City of Coconut Creek property to perform work or services as a result of this contract, it must have the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident. The Vendor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Vendor shall be responsible for the payment of all deductibles and self-insured retentions. The City requires that the Vendor purchase a bond to cover the full amount of the deductible or self-insured retention.

2. General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 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.

3. Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

4. Information Security/Cyber Liability Insurance  
Vendor must provide the City with evidence of Information Security/Cyber Liability Insurance with, at a minimum, \$3,000,000.00 per occurrence written on a "Claims-Made" basis covering City, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

Information Security/Cyber Liability Insurance shall include Internet Media Liability including cloud computing and mobile devices for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses and notification and credit monitoring expenses.

5. Professional Liability / Errors and Omissions Coverage (If Applicable)  
If the Vendor is to provide professional services under this Agreement, the Vendor 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 Vendor's operations or premises, any person directly or indirectly employed by the Vendor, and the Vendor's obligations under indemnification under this contract. Vendor acknowledges that the City is relying on the competence of the Vendor 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 Vendor's negligent errors and omissions, Vendor 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.
6. Builder's Risk Insurance (If Applicable)  
Builder's Risk insurance is required in an amount not less than the replacement cost for the construction of the work. Coverage shall be "ALL RISK" coverage for one hundred percent (100%) of the completed value. The City reserves the right to require higher limits depending upon the scope of work under this agreement.
7. Environmental Liability/ Pollution Remediation and Legal Liability  
The Vendor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate. The Contractor agrees the policy benefiting the City shall be maintained for a minimum three (3) year period following expiration of the Agreement.

b) General.

1. 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.
2. 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.

3. Auto Liability and 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.
4. 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  
Procurement Division  
4800 West Copans Road  
Coconut Creek, Florida 33063
5. The issuing agency shall include full name, address and telephone number in each insurance certificate issued.
6. If these requirements are provided as part of a formal procurement procedure, Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's bid. If Vendor is Successful Vendor then prior to commencement of Contract, Vendor must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.
7. If Vendor is self-insured, they shall provide the City with a recent audited financial statement and description of how the self-insurance program is funded, along with a liability coverage statement signed by an authorized corporate officer.
8. No contract shall be executed by the City, nor activities under this Agreement shall commence, until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Manager of each party.

**16) Indemnification & Hold Harmless**

The parties agree that one percent (1%) of the total compensation paid to Vendor for the work or services under this Agreement shall constitute specific consideration to Vendor for the indemnification to be provided under the Agreement. The Vendor shall indemnify and hold harmless the City, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Vendor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, subcontractors, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to

the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Vendor, 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 contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the City. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

**17) Third Party Beneficiaries**

Neither Vendor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

**18) Uncontrollable Circumstances ("Force Majeure")**

As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, natural disasters or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). The City reserves its right to challenge the invocation by the Contractor within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the invocation is accepted by the City, the Contractor must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Contractor's performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

**19) Remedies**

**a) Damages**

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

**b) Correction of Work**

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The

City is the sole judge of non-conformance and the quality of workmanship.

**20) Choice of Law and Venue**

The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. 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 Court in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

**21) WAIVER OF JURY TRIAL**

**VENDOR AND THE CITY EACH HEREBY EXPRESSLY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CIVIL 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. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**22) 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.

**23) Disentanglement**

Vendor will complete the transition of any terminated work from Vendor and its subcontractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Vendor will:

- a) Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
- b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
- c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

**24) Labor Harmony**

Vendor agrees that all labor employed by Vendor, its agents or subcontractors for work on City property shall be in harmony with all other labor being used by City or other contractors working on City's property. Vendor agrees to give City immediate notice of any threatened or actual



dispute and will provide assistance as determined necessary by City to resolve any such dispute. Vendor, its agents or subcontractors, shall remove from City's property any person objected to by City in association with the work.

**25) Drug-Free Workplace Programs**

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

**26) Anti-Discrimination**

That Vendor shall for itself, its personal representatives, successors in interests, assigns, subcontractors, 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) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application 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 performance of this Agreement.

**27) Discriminatory Vendor List**

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1) (a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

**27) Gratuities and Kickbacks**

**a) 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.

- b) **Kickbacks**  
It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.
- c) **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.

## 28) **Public Records**

Vendor shall keep such records and accounts and require any and all Vendors and subcontractors 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 Vendor 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.

- a) City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Vendor is a Vendor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Vendor shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Vendor agrees to:
  - 1. Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
  - 2. 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 Statutes, or as otherwise provided by law.
  - 3. 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 Vendor does not transfer the records to the City.
  - 4. Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the services. If the Vendor transfers all public records to the City upon completion of the services, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the services, 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.
  - 5. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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 Vendor 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.

**29) Trade Secrets and Proprietary Confidential Business Information**

Documents submitted by Vendor which constitute trade secrets as defined in Section 812.081, Florida Statutes, as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), Florida Statutes, as amended from time to time, and which are clearly marked or stamped as confidential by the Vendor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Vendor's interpretation of the term "trade secrets" or "proprietary confidential business information," Vendor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Vendor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Vendor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records.

**30) Audit Rights**

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow for the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

**31) Public Entity Crimes Statement**

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Vendor by submitting its Response, hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list after submitting its Response, Vendor must notify the City immediately and is prohibited from pursuing the submitted Bid; and must not contract with any public entity to provide any goods or services; must not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; must not submit bids on leases of real property to a public entity; must not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, must not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended from time to time, for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**32) Antitrust Violations; Denial or Revocation (Section 287.137, Florida Statutes)**

Pursuant to Section 287.137, Florida Statutes, (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a

bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Vendor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

**33) Scrutinized Companies Pursuant to Sections 287.135 AND 215.473, Florida Statutes**

Contractor 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 Contractor has falsely certified facts under this paragraph, or if Contractor 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 Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor 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 Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor 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: \_\_\_\_\_

### **34) Foreign Gifts and Contracts**

The Contractor 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."

### **35) E-Verify**

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 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 to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor to perform work pursuant to the contract with the Department. The Vendor 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

By entering into this Contract, the Vendor 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 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 Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination.

### **36) Prohibited Telecommunications Equipment**

Vendor represents and certifies that it and its applicable subconsultant 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, Vendor represents and certifies that Vendor and its applicable subconsultant shall 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 Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subconsultant at any tier or by any other source, Vendor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

**37) 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 contractor based on social, political or ideological interests as defined in the statute. Contractor 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.

**38) 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.

\_\_\_\_\_ 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.

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

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

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

**39) Data Management**

Contractor must provide City with Notice of Breach in accordance with Sections 501.171 and 282.3185, Fla. Stats., including mandatory conditions of cooperation with timely incident reporting, response activities/fact-gathering, public and agency notifications requirements, severity level assessment, and after-action reporting.

**40) Joint Preparation**

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.

**41) Interpretation**

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

**42) 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.

**43) 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.

**44) 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.

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 Ericks Consultant, Inc., signing by and through its Vice-President, Candice Ericks who is duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

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

\_\_\_\_\_  
Date

[Vendor's Signature to Follow]

**VENDOR**

ATTEST:

Ericks Consultants, Inc.  
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 \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

\_\_\_\_\_  
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.



## EXHIBIT “A”

**CITY OF COCONUT CREEK**  
***State & Local Lobbying Services***  
**RFP NO. 08-06-25-10**  
**SCHEDULE OF PROPOSAL PRICES**

DESCRIPTION	CHARGE
All-Inclusive annual price for the State & Local Lobbying Services	\$48,000.00
<b>Grand Total</b>	<b>\$48,000.00</b>

**NOTE:**

Proposer agrees to supply services at the prices bid in accordance with the terms, conditions, and specifications contained in RFP No. 08-06-25-10. All price information to be used in the RFP evaluation should be on this page.

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