

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Extension Agreement (“Agreement”) is made as of 8/21/2023, (the “Effective Date”) between the City of Marco Island, Florida, a Florida municipality (“City”) and Ronald L. Book, P.A., (“Consultant”), with each being referred to herein as a Party or collectively as the “Parties.”

WHEREAS, on August 8, 2014, the City and Consultant entered into an agreement for legislative consulting services on behalf of the City before the Florida legislature, the executive branch of the Florida government, and various regional and local governments, for a two-year term ending on October 1, 2016, piggybacking on the existing agreement between Consultant and the City of Marathon; and

WHEREAS, on October 17, 2016, City Council extended the agreement for an additional two-year term; and

WHEREAS, on August 8, 2018, City Council extended the agreement for an additional one-year term; and

WHEREAS, on August 21, 2023, City Council extended the agreement for an additional three-year term; and

WHEREAS, Consultant has performed satisfactorily and has peculiar skills, abilities, experience, and expertise in the field of legislative consulting with great successes; and

WHEREAS, the City desires to continue services with Consultant; and

WHEREAS, on June 17, 2019, City Council approved the continuation of a contractual relationship with Consultant for legislative consulting services and now again on August 19, 2023; and

WHEREAS, pursuant to Section 2-255, City Code of Ordinances, City Council has determined that further extension of this Contract with the Consultant is the best interest of the City; and

WHEREAS, Consultant is willing to provide legislative consulting services; and

WHEREAS, this Agreement will supersede

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Consultant hereby agree as follows:

- 1. TERM.** This Agreement is effective upon execution by both parties. The term of this Extended Agreement is from October 1, 2019 through September 30, 2026. This Extended Agreement, which is extended for a three-year period may be renewed in the future for successive terms, upon mutual agreement of the parties, and approval by the City Council.

2. SERVICES.

- 2.1 Consultant shall provide legislative consulting services on behalf of the City before the Florida Legislature, the executive branch of the Florida government, and various regional and local governments.
- 2.2 Specifically, Consultant shall provide the following services:
 - a) No less than once a year meet with the City Council and staff to assist the City in developing a legislative program.
 - b) Monitor and report on all state agency programs of interest to the City, including any programs that could be of benefit to the City's interests.
 - c) Monitor and track all legislation of interest to the City.
 - d) Provide monthly reports during the legislative session and quarterly reports during the non-session months to the City Manager and City Attorney on all legislation being tracked. Such reports will be electronically transmitted to the City Manager and City Attorney.
 - e) Host City officials during the legislative session in Tallahassee and arrange all appropriate meetings.
 - f) Attend staff meetings, workshops, or Council meetings in Marco Island at the City Manager's request.

3. COMPENSATION.

- 3.1 For all professional services provided by Consultant described in Section 2, beginning October 1, 2023, the City shall pay Consultant an annual fee of \$75,000, payable in four (4) equal quarterly installments of \$18,750.
- 3.2 Consultant will not charge expenses for long-distance phone charges, use of online legislative and legal resources, copying, and facsimile charges, postage, and overnight charges.
- 3.3 Consultant shall be reimbursed by the City for reasonable travel expenses provided preapproved by the City Manager for all Legislatively scheduled Committee Meetings and the Regular or any special called Special Legislative Sessions. If Consultant is traveling on behalf of several clients, the City shall be charged only its pro-rated portion of the costs incurred. It is understood that travel expenses are preapproved to attend all scheduled Legislative Committee Meetings, and the Regular or Special Legislative Sessions.
- 3.4 Reimbursement of costs and travel expenses shall be paid by the City to the Consultant upon approval of an invoice, including appropriate receipts and backup documents.
- 3.5 Payments and reimbursements due under this section shall be paid by the City pursuant to the Florida Prompt Payment Act.
- 3.6 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. INDEPENDENT CONSULTANT. The Consultant and its employees, volunteers, and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking, enterprise, or venture between the parties.

5. NO SUBCONSULTANTS OR ASSIGNS.

5.1 Although this Agreement is with Consultant, the parties understand that the services of Consultant are personal in nature and that the following members of Consultant's firm shall be designated to perform services under this Agreement: Ronald L. Book.

5.2 In the event that any member of the firm can no longer perform the services under this Agreement, Consultant shall immediately notify the City Manager and the City Manager shall have the right to immediately terminate this Agreement

5.3 This Agreement shall not be subject to assignment by Consultant without prior written consent of the City.

6. CITY'S RESPONSIBILITIES. Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports, and other data pertinent to the services to be provided by Consultant, in possession of City.

7. CONSULTANT RESPONSIBILITIES. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the work under this Agreement as is ordinarily provided by a profession under similar circumstances.

8. CONFLICT OF INTEREST

8.1 Consultant shall not be prohibited from representing or providing the like services to other persons and entities other than the City, so long as Consultant shall avoid any representation or relation that would create a conflict of interest, as determined by the City Attorney and City Council.

8.2 Consultant shall not take on any client or matter, which would jeopardize Consultant's ability to devote the time, resources, and effort necessary to fulfill its obligations to the City.

9. TERMINATION.

9.1 Either Party may terminate this Agreement with or without cause upon 30 days' notice to the other Party.

9.2 Upon receipt of the City's written notice of termination, Consultant shall stop all work on behalf of the City unless directed otherwise in writing by the City Manager.

9.3 In the event of termination, the City shall be obligated to pay Consultant only for approved fees and costs incurred by Consultant prior to the date of termination. If the Consultant has already received the quarterly fee payment, Consultant shall refund a pro-rated percentage of the fee back to the City.

10. MISCELLANEOUS.

10.1 Notices. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To City: Michael A. McNees, City Manager
The City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

To Consultant: Ronald L. Book, President
Ronald L. Book, P.A.
4000 Hollywood Boulevard, Suite 677-S
Hollywood, FL 33021

10.2 Compliance with Laws. Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction. Consultant shall make its services available to City residents without regard to race, color, religion or sex, or as otherwise provided by law.

10.3 Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

10.4 Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

10.5 Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the

insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

- 10.6 **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- 10.7 **Force Majeure.** Non-performance of Consultant or City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- 10.8 **Governing Laws.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Collier County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement or the Services.
- 10.9 **Entire Agreement.** This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements, including Contract #14-021. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- 10.10 **Indemnification.** Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of; related to, or in any way connected with Consultant's performance or non-performance of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28,

Florida Statutes. The provisions of this section shall survive termination of this Agreement.

- 10.11 **No Contingent Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement
- 10.12 **Access to Records and Audit Clause.** All records, books, documents, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 10.13 **Scrutinized Companies.**
- a) Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
 - b) If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.14 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument

11. INSURANCE. Consultant shall provide the City of Marco Island with a certificate of insurance. The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverages shall include a minimum of:

- a) Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law. Consultants with Worker's Compensation exemption shall not hold City liable for employee injury or claims.
- b) Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$100,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- c) Professional Liability. The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
- d) Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Certificates of Insurance shall include the City as additional insured or certificate holder. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar day written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

12. PUBLIC RECORDS

- 12.1 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- 12.2 Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City.
- 12.3 Upon request from City custodian of public records, Consultant shall provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 12.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
- 12.5 Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City

upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by Consultant shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

12.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

12.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

Section 119.0701(2)(a), Florida Statutes

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: JOAN TAYLOR, CITY CLERK
Mailing address: 50 Bald Eagle Drive, Marco Island, FL 34145
Telephone number: 239-389-5010
Email: jtaylor@cityofmarcoisland.com

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

City of Marco Island

Ronald L. Book, P.A.

By: _____
Michael A. McNees
City Manager

By: _____
Ronald L. Book, CEO
Consultant

Attest: _____
Joan Taylor
City Clerk

Approved as to form and legal sufficiency for the
use and reliance of the City of Marco Island only.

By: _____
Alan L. Gabriel, City Attorney