

RESOLUTION 2018 - 78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING A ONE-YEAR EXTENSION OF THE AGREEMENT WITH RESOURCE GROUP N.A., INC. FOR GOVERNMENTAL CONSULTANT SERVICES.

WHEREAS, the City of Pahokee (“City”) hired a consultant on November 27, 2017, to assist the City with Legislative issues; and

WHEREAS, Resource Group N.A., Inc.’s agreement provided for two additional one-year extensions, upon approval of the City Commission.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:

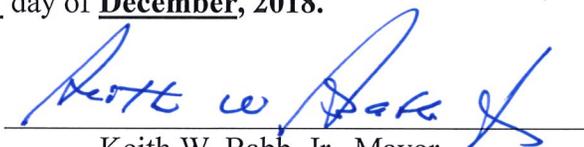
Section 1. The agreement with Resource Group N.A., Inc. is hereby extended for the period November 28, 2018, to November 27, 2019.

PASSED AND ADOPTED this 11th day of December, 2018.

ATTESTED:

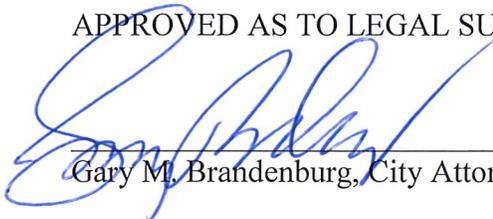


Nylene Clarke, Interim City Clerk



Keith W. Babb, Jr., Mayor

APPROVED AS TO LEGAL SUFFICIENCY:



Gary M. Brandenburg, City Attorney

Mayor Babb	<u>Yes</u>
Vice Mayor Murvin	<u>Yes</u>
Commissioner Everett	<u>Yes</u>
Commissioner Hill	<u>Yes</u>
Commissioner Walker	<u>Yes</u>

**AGREEMENT BETWEEN
CITY OF PAHOKEE
AND RESOURCE GROUP, N.A.**

THIS AGREEMENT made this 28th day of November, 2017, by and between the City of Pahokee, Florida ("COP") and Resource Group, N.A., Inc. ("RG"). COP and RG agree as follows:

1. Commencing on November 28, 2017, RG will provide the following services;
 - A. Develop and deploy strategies to advocate and secure state funding for COP funding priorities.
 - B. Analyze, track and monitor legislation and amendments relating to local governments.
 - C. Maintain legislative and executive branch support for biomedical research issues as identified by COP.
 - D. Represent COP before elected officials, policymakers and key personnel in Tallahassee and Palm Beach County.
 - E. Coordinate lobbying efforts with COP.
 - F. Provide written progress report to COP monthly.

2. COP shall pay Retainer, Fee and Expenses, as follows:
 - A. In consideration of the provision of services provided herein by RG, COP agrees to pay a monthly fee of four thousand dollars (\$4,000)
 - B. The services by RG shall commence on November 28, 2017, and end on November 27, 2018. This contract may be extended for up to two (2) additional years by COP's Commission.
 - C. All expenses must be approved in advance by COP's Commission to be eligible for reimbursement.

3. Arbitration

Prior to bringing any lawsuit under this Agreement, the parties agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the applicable rules of the Florida Rules of Civil Procedure. Good faith compliance with this clause shall be considered a condition precedent to the right of any party to bring a lawsuit under this Agreement.

4. Results

Resource Group N.A., Inc. neither promises nor warrants any particular outcome or result in this matter.

5. Compliance with Law

The parties agree to comply with all ordinances and rules relating to lobbying governmental officials and neither party shall do anything which constitutes a violation of law in order to influence the actions of public officials or others concerned with the administration of public affairs.

6. **Compliance with Laws and Codes:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by RG shall not be a cause for relief from responsibility.
7. **Discrimination Prohibited.**COP is committed to assuring equal opportunity in the administration of its contracts and complies with all laws prohibiting discrimination. RG is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression, with respect to this Agreement.
8. **Independent Contractor Relationship.**RG is, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to RG's supervision, and control. RG shall exercise control over the means and manner in which it and its employees perform the work, and in all respects RG's relationship, and the relationship of its employees, to the COP shall be that of any Independent Contractor and not as employees or agents of the COP.
9. **Non Collusion.** RG certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders in obtaining this Agreement.

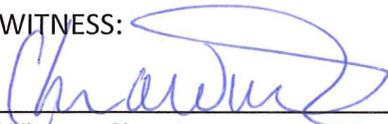
No premiums, rebates or gratuities are permitted, either with, prior to or after provision of services. Any such violation may result in cancellation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with the City of Pahokee.
10. **Conflict of Interest.**RN shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of the City. Further, RG shall disclose the name of any employee or relative of an employee who owns, directly or indirectly, an interest of ten percent or more in RN's firm or any of its affiliates.
11. **Successors and Assigns.**COP and RG each binds itself and its successors and assigns with respect to all provisions of this Contract. Neither COP nor RG shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
12. **Indemnification.**Regardless of the coverage provided by any insurance, RG shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of RG, its subcontractors, agents, servants or employees during the course of performing services pursuant to this Agreement.
13. **Public Records.** Any material submitted to COP pursuant to this Agreement is considered a public document in accordance with Section 119.07, F.S. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
14. **Legal Expenses.** COP shall not be liable to RG for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

15. **Termination for Convenience.** COP or RG may, whenever the interests of the City or RG may so require, terminate the Agreement for convenience. Either party shall give forty-five (45) days prior written notice of termination when the termination is to become effective.
16. **Access and Audits.** RG shall maintain adequate records related to all charges, expenses and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. COP shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the RG's place of business.
17. **Palm Beach County Office of Inspector General Audit Requirements.**

Pursuant to Palm Beach County Code, Section 2-421 – 2.440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed City contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the City, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

This is the entire Agreement between the City of Pahokee and Resource Group, N.A., Inc. and can be modified only by written agreement signed by both parties.

WITNESS:



Witness Signature

Chandler Williamson

Print Witness Name



Witness Signature

M. Jordan Connors

Print Witness Name

RESOURCE GROUP N.A., INC.

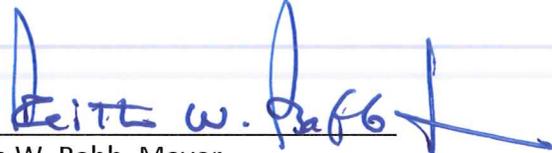
By:  11-28-17
Thomas DeRita, Jr., CEO

ATTEST:

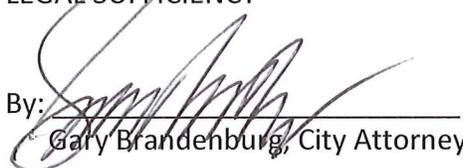
CITY CLERK

By: 
Tijauna Warner

CITY OF PAHOKEE, a political
Subdivision of the State of Florida

By: 
Keith W. Babb, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Gary Brandenburg, City Attorney