

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND
PITTMAN LAW GROUP, P.L.**

The following is an agreement between the City of Riviera Beach, Florida, hereinafter referred to as "CITY" and the firm of Pittman Law Group, P.L., a Florida corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of grant programs and economy development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government; and

WHEREAS, in the judgment of the Riviera Beach City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with in the above referenced areas.

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

PART I - SPECIFIC PROVISIONS

- A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise as requested on transportation, communications, water resources, housing, public works, and grant programs, including but not limited to:
1. Developing strategies relating to the government agencies that regulate and fund transportation, communications, water resources, housing, public works, and grant programs. Contractor will focus their efforts on obtaining funding for CITY priorities included in the CITY's State work plan developed by CONTRACTOR in conjunction with the CITY;
 2. Securing authorizations and funding from the State Legislation and State agencies to implement the CITY'S projects;
 3. Maintaining frequent contact with key States Senators and Representatives, who may have an impact upon the City;
 4. Advocating CITY interests during the State legislative and regulatory process;
 5. Leading and organizing successful local efforts to obtain funding and beneficial status for the CITY's projects;
 6. Providing the City with a written, bi-weekly or as needed reports of activities and agrees to attend City meetings at any time upon the CITY's request;
 7. Assisting the CITY in developing the CITY's Legislative Agenda for Fiscal Years 2019 and 2020;
 8. Drafting Legislative proposals for consideration by State Legislators;
 9. Facilitating meetings with appropriate Legislator and/or Executive Officials to obtain support for CITY's Legislative Agenda and specific CITY projects;
 10. Representing the CITY before the Legislature and its various committees on all legislation affecting CITY projects or issues that are of concern to the CITY. CONTRACTOR will monitor all such legislation introduced and provide customized reports, at least bi-weekly during the legislative session and as directed by CITY staff during the rest of the contract period, on legislation;
 11. Identifying and lobbying for State funding sources for CITY;
 12. Coordinating CITY testimony and position papers as well as providing direct testimony (as directed by CITY staff) that is in support and/or opposition to such legislation. In addition, CONTRACTOR will work with staff and CITY Council to coordinate CITY support;

13. Monitoring the activities of executive agencies, with reference to CITY projects and issues. CONTRACTOR will notify the CITY of any upcoming administrative proposals related to CITY projects and issuers on their legislative agenda; and
14. Maintain reasonable contacts and working relationships with other organizations and groups interested in CITY projects and issues to determine their positions in support of CITY projects and issues, as well as coordinating efforts when in common with other local governments, Palm Beach County or others with a similar interest. CONTRACTOR involvement would include providing written reports of such activities.

- B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall be \$6,666.00 per month or a total of \$79,992.00 for a twelve-month period. Based on the ability to appropriate funds, the CITY may exercise the option to extend an additional 12 months. CONTRACTOR shall submit the monthly \$6,666.00 fee invoice at the first of each month, beginning on January 1, 2019. All travel or other expenses will be incurred and reimbursed only following written approval by the City Manager.
- C. KEY PERSONNEL: CONTRACTOR has represented to CITY that CITY will have Sean Pittman, Esq. principal of CONTRACTOR's services, and Ronald L. Book, P.A., in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.
- C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: KAREN HOSKINS, CITY MANAGER
CITY OF RIVIERA BEACH, FLORIDA
600 WEST BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404
(561) 845-4095

CONTRACTOR: SEAN PITTMAN, ESQ.
PITTMAN LAW GROUP, P. L.
1028 EAST PARK AVENUE
TALLAHASSEE, FL 32301
(850) 216-1002

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on January 1, 2019 and shall terminate on December 31, 2020 or upon 30 day's written notice by either party with or without cause. At the option of the CITY, the Contract may be renewed for one additional twelve (12) month period. The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices adhered to with no deviation. Any renewal will be subject to the appropriation of funds by the CITY. The City Manager is authorized to enter into renewal agreements on behalf of the CITY.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
- G. **INDEMNIFICATION:** To the extent allowed by Florida law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify, hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

- H. **PUBLIC RECORDS:** Pittman Law Group, P.L., shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the CITY to perform the service.
 - (b) Upon request from the CITY's custodian of public records or designee, provide the 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) 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 this Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the City.

(d) Upon completion of this Contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT 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 or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT CLAUDENE L. ANTHONY, CMC, CITY CLERK, TELEPHONE NUMBER 561-845-4090, EMAIL CITYCLERK@RIVIERABCH.COM, OFFICE OF THE CITY CLERK, 600 W. BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404.

- I. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 19th
day of December, 2018.

ATTEST:

CITY OF RIVIERA BEACH

Claudene L. Anthony
for CLAUDENE L. ANTHONY
MASTER MUNICIPAL CLERK
CITY CLERK

By: *Thomas A. Masters*
THOMAS A. MASTERS
MAYOR

WITNESSES:

Jawanna Smith
Brooke Edwards

PITTMAN LAW GROUP, P.L.
By: *Sean Pittman*
SEAN PITTMAN, ESQ.

As to form and legal sufficiency

BY: *Andrew DeGraffenreidt*
ANDREW DeGRAFFENREIDT
CITY ATTORNEY
DATE: _____