

RESOLUTION NO. 25-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND RON L. BOOK, ESQ., ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that entering into the professional services agreement with Ron L. Book, Esq., attached hereto as Exhibit "A" is in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2: That the City Commission hereby approves and authorizes the execution of the professional services agreement between the City and Ron L. Book, Esq., attached hereto as Exhibit "A" and incorporated herein.

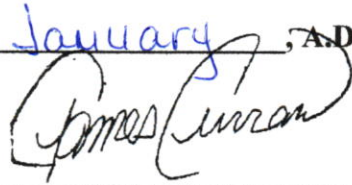
Section 3. That the City Manager is hereby are authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

Section 4. Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.


Section 6. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

PASSED AND ADOPTED THIS 14th DAY OF January, A.D., 2025.



JAMES CURRAN
Mayor

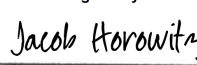
ATTEST:


TEDRA ALLEN, MMC
City Clerk

ROLL CALL

Mayor Curran	<u>Aye</u>
Commissioner Shrouder	<u>Aye</u>
Commissioner Katzman	<u>Aye</u>
Commissioner Mallozzi	<u>Aye</u>
Commissioner Smith	<u>Aye</u>

APPROVED AS TO LEGAL FORM:

DocuSigned by:

A663A4DDEFD541Z
JACOB G. HOROWITZ
City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COOPER CITY
AND RONALD L. BOOK ESQ.**

THIS IS AN AGREEMENT ("Agreement"), dated this 21 day of February 2024, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City"),

and

Ronald L. Book, Esq. ("BOOK"), an attorney and member of the Florida Bar, authorized to do business in the State of Florida, with a business address of 4000 Hollywood Blvd Suite 677-S, Hollywood, FL 33021.

City and BOOK may each be referred to herein as "party" or collectively as "parties".

I. PURPOSE

The purpose of this Agreement is to provide for the CITY to retain the professional services of BOOK for coordination of the CITY'S legislative relations and lobbying requirements, as described in paragraph II herein below.

II. SERVICES

BOOK shall provide all necessary legislative relations and lobbying services to the City of Cooper City. Such services shall include work for the purpose of securing funds and grants for various purposes from State, County, Federal and other sources, promoting intergovernmental cooperation in achieving the CITY'S objectives, and securing funds and grants for parks and recreation purposes, water, sewer and other City utility purposes, drainage improvements, crime prevention, economic development, and other municipal purposes. BOOK shall regularly report the status of his efforts to the City Manager.

III. COMPENSATION

A. For all- professional services provided by BOOK hereunder as described in paragraph II, the CITY shall pay BOOK a total annual compensation of Sixty Thousand (\$60,000) Dollars, payable in equal monthly installments of Five Thousand (\$5,000.) Dollars on or before the 20th day of each month of the term hereof.

B. In the event that an extraordinary matter arises hereunder which itself substantially consumes the time, effort and resources otherwise available, the CITY may, at the City Commission's discretion provide additional reasonable compensation to BOOK.

IV. EFFECTIVE DATE/DURATION

This Agreement shall be effective immediately upon execution by both parties, effective from and after February 1, 2025, for an initial one (1) year term commencing on February 1, 2025 and expiring on January 31, 2026, and may be earlier terminated in accordance with Section V. If not terminated pursuant to Section V, the Agreement shall be automatically renewed for successive one (1) year terms, subject to City budget procedures.

V. TERMINATION

Either party hereto at its discretion may terminate this contract at any time, upon thirty (30) days advance written notice to the other. In the event of such termination, the CITY shall only be obligated for fees or authorized costs reasonably incurred prior to the termination notice.

VI. **PRIORITY**

BOOK shall not be prohibited from representing or providing like services to other persons and entities besides CITY, so long as BOOK shall avoid any representation or relation which would create an adversarial (ie: litigation against the CITY) conflict of interest, as determined by the City Attorney or City Commission. Further, BOOK shall not take on any client or matter which would jeopardize BOOK'S ability to devote the time, resources and effort necessary to fulfill his obligations to CITY hereunder.

VII. **MALPRACTICE INSURANCE**

BOOK shall carry lawyer's professional malpractice insurance or other form of insurance which shall provide coverage of not less than \$500,000.

VIII. **PROCESSING OF COSTS**

BOOK may be reimbursed by the CITY for costs reasonably incurred. If approved in Writing in advance by the City Manager.

IX. **NOT ASSIGNABLE**

This Agreement shall not be subject to assignment by either party hereto.

X. **PUBLIC RECORDS**

a. BOOK agrees to keep and maintain public records in BOOK's possession or control in connection with BOOK'S performance under this Agreement. BOOK additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. BOOK 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 the Client.

b. Upon request from the Client custodian of public records, BOOK shall provide the Client 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 the law.

c. 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 the Client.

d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of BOOK shall be delivered by BOOK to the City Manager, at no cost to the Client, within seven (7) days. All such records stored electronically by BOOK shall be delivered to the Client in a format that is compatible with the Client's Information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, BOOK shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

f. BOOK'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Client.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: Tedra Allen, City Clerk
Mailing Address: 9090 SW 50 Place
Cooper City, FL 33328
Telephone number: 954-434-4300 Ext. 291
Email: tedra.allen@cooperfl.gov

XI. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subCONSULTANTS are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subCONSULTANTS are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

XII. E-VERIFY

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONSULTANTS, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (i) All persons employed by a CONSULTANT to perform employment duties within Florida during the term of the contract; and
- (ii) All persons (including sub vendors/sub consultants/subCONSULTANTS) assigned by CONSULTANT to perform work pursuant to the contract with the City of Cooper City. The CONSULTANT acknowledges and agrees that registration and 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 Cooper City; and
- (iii) The CONSULTANT shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONSULTANT shall also require all subCONSULTANTS to provide an affidavit attesting that the subCONSULTANT does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT 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 subCONSULTANT 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

END OF SECTION

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IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

RONALD L. BOOK, P/A

Signature

BY: _____

Print Name

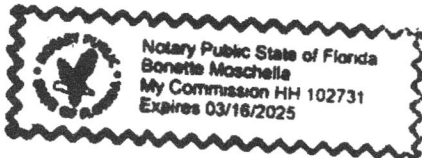
Name: Ron Book

Title: CEO

STATE OF Florida
COUNTY OF Orange

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ron Book, as CEO of **Ronald L. Book, Esq.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Ron Book, as CEO of **Ronald L. Book, Esq.**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 12 day of December, 2015



NOTARY PUBLIC

Print or Type Name

My Commission Expires: 3/16/2025