

**LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF OAKLAND PARK AND RUSS KLENET & ASSOCIATES**

THIS AGREEMENT made and entered into this 6 day of December, 2011,  
by and between:

CITY OF OAKLAND PARK, FLORIDA  
a municipal corporation  
3650 NE 12th Avenue  
Oakland Park, FL 33334

(hereinafter referred to as "CITY")

and

RUSS KLENET & ASSOCIATES  
a FL corporation

(hereinafter jointly referred to as "CONSULTANT")

WHEREAS, at the October 1, 2011, City Commission meeting, the CITY approved entering into an Agreement with CONSULTANT to provide Legislative Consulting Services; now, therefore

IN CONSIDERATION of the mutual covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, CITY and CONSULTANT do mutually agree as follows:

Section 1. PURPOSE: The parties agree that the main purpose of this Agreement is for CONSULTANT to provide professional legislative consulting services for a period of two (2) years, including attendance at relevant meetings of the Broward County Legislative Delegation.

Section 2. SCOPE OF SERVICES:

2.01 This Scope of Services between CITY and CONSULTANT will set forth the duties, obligations and responsibilities of CITY and CONSULTANT in the provision of legislative consulting services and related services for CITY. CONSULTANT shall provide the following services during the term of this Agreement:

- (A) Have knowledge of Federal, State, and Local Government, and legislative process;
- (B) Have knowledge of the City of Oakland Park and its goals;
- (C) Have a proven track record of successfully lobbying for local government;

- (D) Attend and represent the City before local governments, the Florida Legislature and Congressional Sessions during scheduled, extended or special legislative sessions and meetings;
- (E) Represent the City and advocate the City's positions on issues considered by the President/Congress, Governor; State Legislature, state departments or agencies, other state-level entities; and local entities;
- (F) Represent the City in front of administrative and agency hearings, meetings or rulemaking proceedings;
- (G) Monitor, identify and prioritize challenges and opportunities for the City with respect to issues under consideration by the Federal Government, State Legislature, state or regional agencies and local entities;
- (H) Complete in a timely fashion all forms and reports required of the lobbyist by the federal government, state and other relevant jurisdictions;
- (I) Provide weekly reports/summaries of activities and issues during meeting with the Congressional Session and Florida Legislature;
- (J) Provide timely telephone and/or email updates with designated staff on significant City of Oakland Park objectives as appropriate.
- (K) Attend meetings of the City Commission and other meetings with city staff as reasonably required.

**Section 3. RESPONSIBILITIES OF CITY:**

3.01 CITY shall designate the City Manager as the lead staff person to coordinate with CONSULTANT; however, other individuals may be designated by City Manager from time to time.

- (A) CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that, especially during the legislative session, it is important to have the appropriate staff available.
- (B) CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the Legislative Consulting Services under this Agreement.

**Section 4. CONSULTANT RESPONSIBILITIES:**

4.01 CONSULTANT shall perform the scope of services, as set out in Section 2 and throughout this Agreement, as the Legislative Consultant. Said scope of services shall not be deemed to be all-inclusive and may be changed from time to time as authorized by

City Commission.

4.02 All correspondence shall be directed through the City Manager or his designee.

4.03 CONSULTANT shall devote reasonable and sufficient time to representation of CITY to achieve satisfactory results.

**Section 5. INDEPENDENT CONTRACTOR STATUS:**

5.01 CONSULTANT and its employees, subcontractors, volunteers and agents, shall be and remain independent contractors and not agents or employees of 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 or venture between the parties hereto.

5.02 CITY will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other state agencies.

**Section 6. TERM OF AGREEMENT:**

6.01 This Agreement shall be effective on October 1, 2011 and shall terminate on September 30, 2013 unless terminated earlier pursuant to the Section 12 of this Agreement.

**Section 7. COMPENSATION:**

7.01 For the period beginning October 1, 2011, CONSULTANT shall be paid as follows:

(A) CITY shall pay CONSULTANT an amount up to \$46,500.00 annually to be invoiced by CONSULTANT on a monthly basis by the 10<sup>th</sup> day of each month for services rendered during the prior month. This invoice shall include, but not be limited to, the type of service provided and an indication of person/committees/agencies with whom CONSULTANT met. This statement shall also include a summary of services provided and approximate time spent by CONSULTANT on behalf of the CITY during this period.

(B) The fee established in 7.01 (A) above is inclusive of expenses for CONSULTANT, excluding however, travel expenses which shall require the prior approval of the CITY. The manner of reimbursement of such expenses shall be approved by the City Commission prior to any travel on behalf of the CITY.

(C) CONSULTANT shall continue to provide the required invoice as outlined above. The invoice shall be sent to the attention of the City Manager.

Section 8. WARRANTIES:

8.01 CONSULTANT warrant to CITY that the services performed hereunder shall be performed in a professional manner, and that such services and be of the highest quality.

8.02 CONSULTANT warrant to CITY that they shall comply with all applicable federal, state and local laws, regulations and orders in carrying out their responsibilities under this Agreement.

8.03 CONSULTANT warrant to CITY that they are not insolvent, they are not in bankruptcy proceedings or receivership, nor are they engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on their ability to perform their obligations under this Agreement.

8.04 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

Section 9. INDEMNIFICATION:

9.01 GENERAL INDEMNIFICATION: CONSULTANT shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of the CONSULTANT or their subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of any act, omission, default or negligence of the CONSULTANT in the provision of the services under this Agreement.

9.02 CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to reasonable attorney's fees and court and arbitration costs. This indemnification shall survive the term of this Agreement.

9.03 CONSULTANT shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select their own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

Section 10. INSURANCE:

10.01 CONSULTANT shall procure and maintain at their own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

- 1) Workers compensation insurance to apply for all employees of the CONSULTANT meeting the "Worker's Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include, Employer's liability with a minimum limit of one hundred thousand dollars (\$100,000.00) each accident.
- 2) Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limits for bodily injury liability and property damage liability.
- 3) Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.
- 4) Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000.00) per occurrence combined single limits for bodily injury liability and property damage liability.
- 5) The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.
- 6) Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days notice of cancellation and/or restriction.

**10.02 AT THE TIME OF EXECUTION OF THE CONTRACT, THE CONSULTANT SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AS STATED ABOVE.** The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Section 10 and its subpart of this Agreement. CONSULTANT shall not commence work under this Agreement until after CONSULTANT have obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONSULTANT shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONSULTANT shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage and extension thereunder is in effect. CONSULTANT shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.03 Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of A, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.06 The CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that it shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.07 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit," as they appear in any policy of insurance, shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.08 The CONSULTANT shall not commence performance of their obligations under this Agreement until after they have obtained all of the minimum insurance herein described and the same has been approved.

10.09 The CONSULTANT agree to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

10.10 CONSULTANT shall require each of their subcontractors of any tier to maintain the insurance required herein for each category, and CONSULTANT shall provide verification thereof to CITY upon request of CITY.

10.11 Violation of the terms of this paragraph and its subpart shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

#### Section 11. DEFAULT:

11.01 In the event the CONSULTANT shall default in any of the terms, obligations, restrictions or conditions of the Agreement, the CITY shall give the CONSULTANT written notice by certified mail of the default and that such default shall be corrected or

actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the CONSULTANT have failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement; in which case, the CONSULTANT shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

**Section 12. TERMINATION:**

**12.01 TERMINATION FOR CONVENIENCE OF CITY:** Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONSULTANT, the CITY may, without cause and without prejudice to any other right or remedy, terminate this Agreement for the CITY'S convenience, whenever the CITY determines that such termination is in the best interest of the CITY. Upon receipt of the notice of termination for convenience, the CONSULTANT shall promptly discontinue all work at the time. The CONSULTANT shall be paid for all work properly performed prior to the effective date of termination.

**12.02 VOLUNTARY TERMINATION:** CITY or CONSULTANT may terminate this Agreement by providing thirty (30) calendar days advance written notice of termination in the manner specified herein.

**Section 13. PERMITS, FEES AND LICENSES:**

**13.01** CONSULTANT shall secure and pay for all permits and governmental fees, licenses, lobbying authorization/certification and charges necessary for the proper execution and completion of the work.

**Section 14. TAXES:**

**14.01** CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

**Section 15. AUDIT RIGHTS:**

15.01 CITY reserves the right to audit the records of CONSULTANT, as they apply to CITY, at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agree to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT at any and all times during normal business hours during the term of the Agreement.

**Section 16. CONFLICT OF INTEREST:**

16.01 CONSULTANT covenant that no person under their employ who is presently exercised any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenant that, in the provision of the services set out in this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT, or their employees, must be disclosed in writing to CITY.

16.02 CONSULTANT is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agree that they will fully comply in all respects with the terms of said laws.

16.03 CONSULTANT warrants that they have not employed or retained any person employed by CITY to solicit or secure this Agreement and that they have not offered to pay, paid or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this privilege.

**Section 17. ASSIGNMENT:**

17.01 CONSULTANT shall not assign, or transfer their rights, title or interests in the Agreement; nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY'S prior written approval.

**Section 18. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:**

18.01 During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to



employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

**Section 19. NON-EXCLUSIVITY:**

19.01 This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.

**Section 20. GOVERNING LAW; VENUE:**

20.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

20.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit, in and for Broward County, Florida.

**Section 21. ATTORNEY'S FEES AND COSTS:**

21.01 The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

**Section 22. ENTIRE AGREEMENT:**

22.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

**Section 23. CUMULATIVE REMEDIES:**

23.01 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

**Section 24. SEVERABILITY:**

24.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 25. CONSTRUCTION OF AGREEMENT:**

25.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

**Section 26. NOTICES:**

26.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and addresses:

**CITY:** John Stunson, City Manager  
City of OAKLAND PARK  
3650 NE 12 Avenue  
Oakland Park, Florida 33334  
(954) 630-4256

**With a copy to:** Donald J. Doody, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 E. Commercial Boulevard  
Suite 200  
Fort Lauderdale, FL 33308  
(954) 771-4500  
(954) 771-4923

**CONSULTANT:** Russ Klenet & Associates  
333 N New River Drive East  
Suite 2000  
Fort Lauderdale, FL 33301  
(954) 760-7277

Original 4th  
City Clerk


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed,  
the day and year first above written.

AS TO CITY:

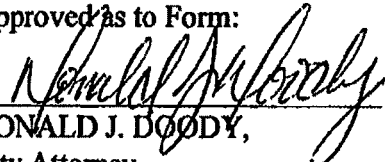
CITY OF OAKLAND PARK, FLORIDA

  
MAYOR SUZANNE BOISVENUE

ATTEST:

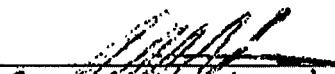
  
CITY CLERK

Approved as to Form:

  
DONALD J. DOODY,  
City Attorney

AS TO CONSULTANT:

RUSS KLENET & ASSOCIATES

BY:   
Print: Russell H. Klenet

State of Florida

County of Broward

On this, the 6 day of December, 2011, before me, the undersigned Notary Public  
of the State of Florida, the foregoing instrument was acknowledged by  
Russell H. Klenet, as President of RKDA, a Florida corporation, on  
behalf of the corporation.

WITNESS my hand and official seal.

  
Notary Public, State of Florida

My Commission Expires:

