

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

THIS AGREEMENT entered into the ____ day of _____, 2016, by and between the City of Riviera Beach, hereinafter referred to as "CITY", and the firm 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.

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

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

PART - SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on transportation, communications, water resources, housing, public works, and Federal grant programs, including but not limited to:

1. Assisting in the development of strategies relating to the governmental agencies that regulate and fund transportation, communications, water resources, public works, and housing 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 appropriate authorizations and funding from the State Legislation and State agencies to implement the CITY's projects;
3. Maintaining direct and frequent contact with key State Senators and Representatives who may have an impact upon the CITY;
4. Advocating CITY interests during the State Legislative and regulatory process;
5. Lead 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 meeting at any time upon the CITY's request;
7. Assisting the CITY in developing the CITY's Legislative Agenda for Fiscal Years 2017 and 2018;
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 CITY 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 issues on their legislative agenda; and
 14. Maintaining reasonable contacts and working relationships with other organizations and groups interested in CITY projects and issues to determine their positions in support to 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 services provided hereunder shall be \$5,000 per month or a total of \$120,000 for a twenty-four month retainer. The monthly \$5,000 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on January 1, 2017. All travel or other business related expenses will be incurred and reimbursed only following the 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 INVOICES, AND MAKING PAYMENTS:** All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices and payments sent by mail should be addressed as follows:

CITY: DANNY JONES
CITY MANAGER
600 WEST BLUE HERON BLVD
RIVIERA BEACH, FL 33404
(561) 845-4010

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 non-discrimination 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, 2017 and shall terminate on December 31, 2018 or upon 30 days' notice by either party with or without cause.
- 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 any action, 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:** The CONTRACTOR shall indemnify and save harmless and defend the CITY; its agents, servants, and 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 the CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

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

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 Agreement or any renewal thereof.

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

Nothing contained in this Article 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this ____ day of _____, 201 ____.

CITY OF RIVIERA BEACH, FL

PITTMAN LAW GROUP

THOMAS A. MASTERS
MAYOR

SEAN PITTMAN, ESQ.

ATTEST:

CLAUDINE L. ANTHONY, CMC
CITY CLERK

As to form and legal sufficiency



ANDREW DeGRAFFENREIDT, III
CITY ATTORNEY