

CITY COUNCIL RESOLUTION NO. 2021-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH PASSERO ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR ENGINEERING AND CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected Passero Associates, LLC, a Florida limited liability company, (hereinafter "Passero") to provide it with engineering and consulting services when and as needed and when requested by the City, for any of the City Projects; and

WHEREAS, the City and Passero desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the "Continuing Contract") to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the continuing contract is defined in Section 287.055(2)(9), Florida Statutes, and is subject to being terminated as provided for in this agreement; and

WHEREAS, the City Council finds it is in the best interest of the City to execute the Continuing Contract with Passero.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with Passero for engineering and consulting services.

Section 3. The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Continuing Contract as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Continuing Contract in the name and on behalf of the City, with such changes, amendments, modifications, omissions and additions made by the City Manager and City Attorney. Execution by the Mayor and Passero shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall

not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**CONTINUING CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

THIS CONTRACT made and entered into this ____ day of _____ , 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Passero Associates, LLC having a mailing address of 4730 Casa Cola Way Suite 200, St. Augustine, Florida 32095 (herein referred to as "Consultant").

WHEREAS, the City desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services when and as needed and requested by the City, for any of the City Projects, and desire to enter into this contract (hereinafter the "Continuing Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed; and

WHEREAS, it is the intent of the parties that the Consultant shall

perform services with respect to City Projects only when requested to and authorized in writing by City. Each request for such services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (hereinafter the "Task Assignment") under the Continuing Contract. Each Task Assignment will be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Continuing Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment; and

WHEREAS, this Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

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

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Continuing Contract.
2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between

both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONSULTANT" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "SUB-CONSULTANT" means any individual or firm offering professional services which is engaged by the Consultant or one of its sub-consultants in providing and performing the professional services, work and materials for which the Consultant is contractually obligated,

responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "PARTIES" means the signatories to this Contract.

3. **Engagement of Consultant:** City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services:** Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Continuing Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services:** Consultant shall perform no services for the City until specifically requested to do so by the City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Continuing Contract. Each Task Assignment covering each separate project shall include (without the necessity of a specific reference herein) all of the general provisions of this

Continuing Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of three (3) years unless sooner terminated as permitted and authorized herein. By mutual agreement, the Parties may extend this Continuing Contract for an additional two (2) terms each consisting of one (1) year.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within forty-five (45) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Consultant shall resolve

any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly.

8. **Insurance:** Consultant agrees to and shall procure and maintain insurance during the term of this Continuing Contract and any extension or renewal as follows:

- (a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;
- (b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;
- (c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability;
- (d) Automobile liability insurance covering as insured the Consultant and City with limits of liability of not less than \$500,000.00 for bodily injury or death per claimant.

Providing and maintaining adequate insurance coverage is a material obligation of the Consultant and is of the essence of the Contract. This Contract does not limit the types of insurance Consultant may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability

or obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. The Consultant shall provide the City with proof of the required insurance. Before commencing any work under this Continuing Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Consultant and other employed or utilized by Consultant in the performance of the services.

9. **Indemnity:** Consultant shall indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Consultant or its agents, employees, or sub-contractors.

The Consultant is not required hereunder to indemnify and hold harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Continuing Contract.

Notwithstanding any other provisions of this Continuing Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

10. **Liability:** The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Consultant, or by any sub-consultant or sub-contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Assignments thereto. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants and/or sub-contractors engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any

and all Task Assignments thereto.

11. **Licenses:** The Consultant agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by Consultant pursuant to this Continuing Contract and any and all Task Assignments thereto.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

12. **Personnel:** The Consultant agrees that when the services to be provided and performed under this Continuing Contract, any Task Assignments, or any Supplement Agreement hereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that Consultant will employ or retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Assignments thereto.

13. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Consultant of all

professional services provided pursuant to this Contract and any and all Task Assignments hereto or changes hereto, is of the essence. The Consultant agrees to employ, engage, retain and assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to the delay.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by Consultant for the City, and by any sub-consultant and/or sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors. Inconsistencies, or Discrepancies in Continuing Contract:** It is the intent and understanding of the parties to this Continuing Contract and all Task Assignments that each and every provision of law required to be inserted in this Continuing Contract and all Task

Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Continuing Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** Notwithstanding anything herein to the contrary in this Continuing Contract or any Task Assignment hereto to the contrary, City shall have the absolute right and without cause to terminate this Continuing Contract or any Task Assignment at any time the interests of the city require termination. In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Consultant under this Contract shall be made available to and for the use of the City.

(a) Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any termination of this Contract by the Consultant. In the event this Contract is terminated, the Consultant shall be reimbursed for services satisfactorily completed subject to any such damages.

(b) If the City determines that the performance of the Consultant, or compliance herewith, is not satisfactory, the City shall have the option of (i) immediately terminating the Contract, or (ii) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a

specified time or the Contract will be terminated at the end of such time, or the City will take whatever action is deemed appropriate. If, in the judgment of the City, the Consultant for any reason fails to fulfill in a timely manner all obligations under this Contract, or if the Consultant should violate any of the covenants, agreements or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of the termination and by specifying the effective date.

(c) The Contract may be canceled by the Consultant only by mutual consent of both parties and a written request of this nature must be received by the City sixty (60) days prior to the proposed termination date.

17. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract. The Consultant shall avoid any conduct or communications which may indicate to the contrary and shall be responsible to the City for any damages or injury for such conduct.

18. **Documents:** Original project documents prepared by Consultant under this Continuing Contract and all Task Assignments are, and shall remain, the property of City, and shall be delivered to City upon final completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to,

original mylar drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Continuing Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's sole risk and without liability or legal exposure to Consultant.

19. **Approval of Plans and Documents by City Not Deemed Release:** Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Continuing Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and specifications or other documents prepared by Consultant, its employees, agents, sub-contractors or engineers.

20. **Contract Administrator:** Each Task Assignment shall contain the names, addresses, and contact information for a contract administrator for that Task Assignment,

21. **Public Records:** The Contractor shall comply with all public records laws.

(a) **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 AT:**

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, 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 this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

22. **E-VERIFY:** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good

faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. **Approval by Governmental Agencies:** With respect to certain City Projects, this Continuing Contract and any Task Assignments hereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if required by any federal or state laws, rules, or regulations. The Consultant shall ensure that each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with Federal or State (including sub agencies) laws, rules and regulations.

24. **Controlling Law:** This Continuing Contract and all Task Assignments thereto is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Continuing Contract or any Task Assignment thereto, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes. It is intended and understood that this venue provision shall survive any bankruptcy filing.

25. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Continuing Contract or any Task Assignment, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Continuing Contract or any Task Assignment, including reasonable attorneys' fees.

26. **Other litigation:** The Consultant shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Consultant shall notify the City of any legal actions filed against it by a government subdivision or for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination or nonrenewal of the Contract.

27. **Grant Funds:** It is anticipated that City may, from time to time, be awarded grants from various sources to pay or partially pay for consulting fees for certain City Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City. Additionally, the Consultant agrees that the City's payment shall not be due until the City receives the grant money or outside funding.

28. **Non-Exclusive Contract:** The parties hereto agree that this Continuing Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

29. **Successors and Assigns:** Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Continuing Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Continuing Contract shall be construed to give any rights or benefits in this Continuing Contract to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to the Continuing Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the

absolute right, at the end of the term of this Continuing Contract to employ other consulting firms after the termination of the. Continuing Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

30. **Special Provisions:** It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Continuing Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Continuing Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Continuing Contract.

31. **Non-Discrimination:** The Consultant shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract. In compliance

with, or in addition to, any requirements of law:

- (a) The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the general provisions of the nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.
- (c) The Consultant shall not allow any of its suppliers, subcontractors, or consultants to discriminate as set forth above. The Consultant shall not allow any person or entity that has been placed on a discriminatory vendor list, promulgated by the State of Florida, to be involved in any manner with the project of this contract.
- (d) The Consultant shall notify the City if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

32. **Audits and Examinations:** The City shall have access to any books, documents, papers and records of the Consultant directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records and other records pertinent to this Agreement for five years after the City makes full payment and all other pending matters are closed.

- (a) The Consultant shall permit all persons who are duly authorized by

the City to inspect and copy any records, papers, documents, facilities, goods, and services of the Consultant that are relevant to this Contract, and to interview clients, employees, sub-contractors, and sub-Consultant employees of the Consultant to assure the City of satisfactory performance of the terms and conditions of this Contract. Following such review, the City will deliver to the Consultant a written report of its finding, and may direct the development, by the Consultant, of a corrective action plan if appropriate. This provision will not limit the City's termination rights.

(b) To the extent necessary to verify the Consultant's fees and claims for payment under the Contract, the Consultant's agreements or contracts with Subcontractors, partners or agents of the City, may be inspected by the City upon fifteen (15) days notice, during normal working hours, and in accordance with the Consultant's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the City or its designee to conduct compliance and performance audits on any of the Consultant's contracts relating to this Contract.

33. **Entire Agreement:** Incorporated herein, and part hereof, are the Request for Qualifications upon which this Contract is precipitated together with the Consultant's response. With those incorporations, this Continuing Contract constitutes the entire agreement between City and Consultant and supersedes all prior written or oral understandings. This Continuing

Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

34. **Parties Bound:** This Continuing Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

35. **Effective and Binding:** This Continuing Contract and any specific Task Assignment shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

36. **Effective Date:** It is agreed by City and Consultant that the effective date is that date first written above.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed
this Continuing Contract as of the day and year first above written.

Signed, sealed and delivered in the
presence of:

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.
City Attorney

PASSERO ASSOCIATES, LLC

By: _____
Andrew Holesko, Manager