

# **Professional Services Agreement for State Lobbying Services**

**2020-09**



## **The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Nelson Rodriguez  
Councilmember Jeffrey Rodriguez  
Councilmember Marilyn Ruano  
Councilmember Josh Dieguez  
Councilmember Luis Collazo  
Councilmember Carlos Alvarez**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

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**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ in the year **2020** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Consultant," having a principal office at \_\_\_\_\_.

### **RECITALS**

**WHEREAS** the Town has requested the Consultant to provide State Lobbying Services ("Services").

**WHEREAS**, the Consultant has the necessary expertise to provide the requested Services and has agreed to provide said Services.

**WITNESSETH**, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

## **SECTION A. GENERAL TERMS & CONDITIONS**

### **A1. Definitions**

- a. **Agreement*** means this instrument, as may be amended from time to time, all change orders, directives, payments and other such documents issued under or in connection with this instrument.
- b. **Additional Services*** means any Services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- c. **Attachments*** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- d. **Basic Services*** means those services designated as such in the Agreement.
- e. **Change Order*** means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- f. **Consultant*** means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.
- g. **Cure*** means remedial action taken by the Consultant to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.
- h. **Cure Period*** means the period of time in which the Consultant is required to remedy deficiencies in the Services or compliance with the Agreement after receipt of a Notice to Cure from the Town identifying such deficiencies.
- i. **Days*** means calendar days unless specifically stated otherwise.
- j. **Errors*** means Services or work product prepared by the Consultant that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- k. **Fee*** means the amount of compensation mutually agreed upon for the completion of Basic Services as determined in accordance with Article A.2.c.i. Fee Amount.
- l. **Project Manager*** means the Town's designee who will manage and monitor the Services to be performed under this Agreement.

- m. **Scope of Service(s)/Work*** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- n. **Services or Work*** mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Scope of Service(s)/Work.
- o. **Team*** means more than one firm who entered into a Teaming Agreement, as defined in the RFP who were awarded the Agreement and who serve as the Subconsultant.
- p. **Town Council*** means the legislative body of the Town of Miami Lakes.
- q. **Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- r. **Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- s. **Work Order*** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Consultant.
- t. **Work Order Proposal*** means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

## **A2. General**

### **A2.01. Authority of the Town's Program Manager**

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Agreement. All interpretations of the Agreement shall be issued by the Town's Procurement Manager, which shall be binding upon the Consultant.

### **A2.02. Standard of Care**

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

### **A2.03. Subconsultants**

Consultant is not permitted to subcontract any of the Services under this Contract without the prior written consent of the Town Manager or designee.

In the event subcontracting is permitted, Consultant is solely responsible for all acts and omissions of its Subconsultants. Nothing in the Contract Documents creates any contractual relationship between any Subconsultant and the Town. Consultant is responsible for the timely payment of its Subconsultants and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Consultant in default of the Contract.

Consultant must not employ any Subconsultant against whom Town may have a reasonable objection.

Consultant must utilize the Subconsultants identified in its Proposal submission. The replacement, addition, or deletion of any Subconsultant(s) will be subject to the prior written approval of the Town Manager or designee.

#### **A2.03-1. Changes to Subconsultants**

The Consultant shall not add, modify, or change any Subconsultant listed in Schedule 1 without prior written approval by the Town Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution.

### **A2.04. Team (If Applicable)**

A Team, as defined in Section A1(o) is a firm that was identified as part of the consulting Team in the competitive selection process by which Consultant was chosen to perform the services under this Agreement, and as such, is identified and listed in Section D.

All Services provided by the Team shall be performed pursuant to the Teaming Agreement, which was submitted with the RFP, which is by reference, incorporated into and made a part of this Agreement.

### **A2.05. Taxes**

Consultant shall pay all applicable sales, consumer, use and other taxes required by law. Consultant is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

### **A2.06. Change Orders**

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and which are within the general scope of the Agreement and all such changes shall be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town and the Agreement.

Any changes to the Agreement must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

### **A2.07. Work Orders**

When the Town Manager has determined to utilize Consultant for additional services or for services in connection with a specific project, the Town Manager will request in writing, a Work

Order Proposal from the Consultant based on the proposed Scope of Services provided to the Consultant in writing by the Town Manager. The Consultant, the Town Manager, and others if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Consultant will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time for performance of each task, phase or deliverable, staffing including proposed hours per individual and/or classification, proposed fees, Subconsultants, and deliverable items and/or documents. The Town, at its sole discretion may provide the Consultant with a standardized Work Order Proposal Form to be used for all requests.

The Town Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations, the Consultant may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manager will issue a written Work Order assigning the Project to the Consultant.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Town Manager and that the Consultant has no expectation, entitlement, right to or privilege to receive a Work Order and/or Notice to Proceed for any additional service or project. The Town reserves, at all times, the right to perform any or all Professional Services in-house, or with other private professional firms or to discontinue or withdraw any or all projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Consultant any particular, exclusive or special rights to any additional service required by the Town. Outside of this Agreement, the Consultant may submit proposals and/or qualifications for any professional services, which the Consultant is qualified to perform, in response to any public solicitation issued by Town.

#### **A2.08. Deletion or Modification of Services**

The Town may during the term of the Agreement make modifications to the Services being provided. If the Consultant and the Town agree on modifications or revisions to any Services such changes shall be made through the execution of a change order executed by both parties.

#### **A2.09. Nondiscrimination, Equal Employment Opportunity, and Americans With Disabilities Act**

Consultant shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Agreement. Consultant shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

#### **A2.10. Independent Consultant**

The Consultant is engaged as an independent business and agrees to perform Work as an independent Consultant. In accordance with the status of an independent Consultant, the Consultant covenants and agrees that the Consultant will conduct business in a manner consistent with that status, that the Consultant will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited



to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

#### **A2.11. Defense of Claims**

Should any claim be made, or any legal action brought in any way relating to the Work under the Agreement, the Consultant shall diligently render to the Town any and all assistance which the Town may require of the Consultant.

#### **A2.12. Contract Extension**

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days while the Town prepares a new contract for solicitation. Additional extensions beyond the initial 90 days may occur as needed by the Town and as mutually agreed upon by the Town and the Consultant until the Town is able to award a new contract. In such event, the Town will notify the Consultant in writing of such extensions.

#### **A2.13. Invoicing**

Consultant shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Consultant
- Purchase Order number
- Contract number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Services,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

### **A3. Performance**

#### **A3.01. Performance and Delegation**

The Services to be performed hereunder must be performed by the Consultant or Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subconsultant.

### **A3.02. Removal of Unsatisfactory Personnel**

The Project Manager or Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Consultant or Subconsultant.

### **A3.03. Consultant Key Staff**

The parties acknowledge that Consultant was selected by the Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Consultant's employ. Consultant must obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

### **A3.04. Time for Performance**

The Consultant agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

## **A4. Default**

### **A4.01. General**

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section does not release Consultant from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Consultant a specified time to correct a default.

### **A4.02. Conditions of Default**

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- (i) Consultant fails to obtain or maintain the required insurance.
- (ii) Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- (iii) Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

#### **A4.03. Time to Cure Default; Force Majeure**

Town through the Town Manager will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

### **A5. Termination of Agreement**

#### **A5.01. Town's Right to Terminate**

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Consultant will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

#### **A5.02. Consultant's Right to Terminate**

The Consultant shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

#### **A5.03. Termination Due to Undisclosed Lobbyist or Agent**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **A5.04. Fraud & Misrepresentation**

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud,

misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

#### **A5.05. Funds Availability**

Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

### **A6. Documents and Records**

#### **A6.01. Ownership of Documents**

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Consultant must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Consultant is to keep copies of all such records, documents, or data for its records. However, this Article will continue in full force and effect after the expiration or termination of this Agreement.

#### **A6.02. Delivery upon Request or Cancellation**

Failure of the Consultant to promptly deliver all such documents in the possession of the Consultant, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

#### **A6.03. Nondisclosure**

To the extent allowed by law, Consultant agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant must require all of its employees, agents and Subconsultants comply with the provisions of this paragraph. Consultant will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

#### **A6.04. Access to and Review of Records**

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Consultant which relate in any way to the Agreement. The Consultant agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

#### **A6.05. Maintenance of Records**

Consultant will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes

Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

Consultant shall also comply with the following requirements of the Florida Public Records Law including:

- (i) Consultant must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- (ii) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested public 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.
- (iii) Consultant 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 term and following completion of the contract if the Consultant does not transfer the records to the Town.
- (iv) Upon completion of the contract, Consultant shall transfer, at no cost, to the Town all public records in the possession of the Consultant or keep and maintain public records required by the Town to perform the service under this contract. If the Consultant transfers all public records to the Town 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 Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.**

#### **A7. Insurance**

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Consultant not maintain the insurance coverage required in this Agreement, the Town may

cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Consultant for such coverage purchased.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**A7.01. Companies Providing Coverage**

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

**A7.02. Verification of Insurance Coverage**

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within thirty (30) days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

**A7.03. Forms of Coverage**

**A7.03-1. Commercial General Liability**

This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or Subconsultants. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Consultants and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

**A7.03-2. Comprehensive Automobile & Vehicle Liability Insurance**

This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

#### **A7.03-3. Workers' Compensation Insurance**

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation. Should the Consultant be exempt from Florida's Worker's Compensation insurance requirement the Consultant must provide documentation from the State of Florida evidencing such exemption.

#### **A7.04. Subconsultant**

Consultant shall ensure that all Subconsultants comply with these same insurance requirements.

All Subconsultants shall be subject to all requirements herein and procure and maintain the same coverage required of the Consultant. The Consultant shall include all such Subconsultants as additional insured under its policies (with the exception of Worker's Compensation) or shall ensure that all such Subconsultants maintain required coverages. The Consultant agrees to provide proof of insurance for all such Subconsultants upon request by the Town.

#### **A7.05. Modifications to Coverage**

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Consultant. Consultant must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

#### **A7.06. Certificate of Insurance**

Consultant shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fourteen (14) days of notification of an award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

#### **A7.07. Additional Insured**

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Consultant in performance of this Contract. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. For Services provided at Royal Oaks Park and Miami Lakes Optimist Park the Miami-Dade County Public School System shall also be named as an additional insured. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

## **A8. Contract Disputes & Mediation**

### **A8.01. Claims**

Any claim shall be made by written notice by Consultant to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town's Procurement Manager, unless said individual allows additional time for submission. The written notice must be accompanied by Consultant's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Consultant has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

Delays may include, but not be limited to, acts or neglect by any separate Consultant employed by own, fires, floods, labor disputes beyond the control of the Consultant, epidemics, abnormal weather conditions (if applicable), or acts of God.

Consultant shall not be entitled to an compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Consultant for actual delays due solely to fraud, bad faith or active interference on the part of Town.

Failure of Consultant to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

### **A8.02. Resolution of Disputes**

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute. Consultant must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Consultant. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Consultant will not be entitled to seek judicial relief unless:



- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

**A8.03. Mediation – Waiver of Jury Trial**

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions with all Subconsultants and/or independent Consultants and/or Consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

**A8.04. Continuing the Services**

Consultant shall continue to provide the Services during all disputes or disagreements with Town. No Services shall be delayed or postponed pending resolution of any disputes or disagreements.

**A8.05. Stop Work Order**

The Town may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the Services due to any conflict or potential conflict with Town operational requirements, storm related events, or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advanced notice.

**A8.06. Set-offs, Withholding, & Deductions**

The Town may set-off, deduct or withhold from any payment due the Consultant, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Consultant to the Town.

The Town will notify the Consultant in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Consultant in accordance with the Local Government Prompt Payment Act

**A8.07. Time in Which to Bring Action Against the Town**

In the event the Consultant may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Consultant against the Town upon any claim arising out of or

based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

## **A9. Miscellaneous**

### **A9.01. Indemnification**

The Consultant will hold harmless, defend, and indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant or its employees, agents, or Subconsultants. The Consultant will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Consultant's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Consultant's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants, or representatives.

The Consultant's obligation to indemnify the Town shall survive the expiration or termination of this Agreement.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Consultant under this Agreement.

### **A9.02. Entire Agreement**

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

### **A9.03. Severability**

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

### **A9.04. Nonexclusive Agreement**

Consultant Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Consultant that the Town has

engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Consultant and those other firms engaged, are delineated by the Project Manager so that the Consultant and those similarly engaged are clear as to their responsibilities and obligations.

**A9.05. Successors and Assigns**

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

**A9.06. No Waiver**

Town and Consultant agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

**A9.07. Applicable Law and Venue**

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town where Consultant must pay the Town's reasonable attorney's fees.

**A9.08. Notices**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:

For Consultant:

Edward Pidermann  
Town Manager  
6601 Main Street  
Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

Nelson Diaz  
The Southern Group  
9155 S. Dadeland Blvd., Ste 1604  
Miami, FL 33156  
[diaz@thesoutherngroup.com](mailto:diaz@thesoutherngroup.com)

With a copy to:  
Nathalie Garcia  
Procurement Manager  
At the same address as above  
[garcian@miamilakes-fl.gov](mailto:garcian@miamilakes-fl.gov)

#### **A9.09. Interpretation**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### **A9.10. Joint Preparation**

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### **A9.11. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

#### **A9.12. Compliance with Laws**

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Consultant maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

##### **i. Non-Discrimination**

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Consultant’s performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Consultant further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded

from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**A9.12-1. ADA Compliance**

Consultant must affirmatively comply with all applicable provisions of the Americans with Disabilities Act (“ADA”) in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Consultant must take affirmative steps to insure nondiscrimination in employment of disabled persons.

**A9.12-2. OSHA Compliance**

The Consultant warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The Town reserves the right to refuse Consultant access to Town property, including project jobsites, if Consultant employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by Consultant.

**A9.13. No Partnership**

Consultant is an independent Consultant. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

**A9.14. Discretion of Town Manager**

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

**A9.15. Contingency Clause**

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days’ notice. The Consultant shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

**A9.16. Third-Party Beneficiary**

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

**A9.17. No Estoppel**

Neither the Town’s review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant’s negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

**A9.18. Force Majeure**

The Town and Consultant will be excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship
- b. Inclement weather except as permitted by Florida law

**A9.19. Town May Avail Itself of All Remedies**

The Town may avail itself of each and every remedy stated in the Agreement or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

**END OF SECTION**

## **SECTION B. SPECIAL TERMS & CONDITIONS**

### **B1. GENERAL DESCRIPTION OF SCOPE OF SERVICES**

The Scope of Work for State Lobbying Services includes, but is not limited to, being proactive in monitoring, taking positions, and lobbying on state budgeting and legislation which impacts the Town of Miami Lakes ("Town"), particularly in areas of public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, park development, park land acquisition, revenue enhancements, and unfunded mandates.

### **B2. EXPECTATIONS OF CONSULTANT**

The Town seeks to retain the services of a State Legislative consultant. The Consultant shall agree to be available at all times upon reasonable request to meet with the Town Manager, Town Council, and others as specified to perform the Services, including attending meetings with the Executive branch, Legislators and legislative staff on matters directly or indirectly affecting the Town. The Consultant shall demonstrate the following:

- Ability to demonstrate that the specific staff assigned to the Town has considerable, relevant experience with this type of work and should emphasize their experience, working knowledge of the Town, regional and State of Florida Issues.
- Possess or have continual and immediate access to legal and legislative expertise sufficient to execute all tasks and responsibilities in a thorough, competent and professional manner.
- Have a demonstrated and verified track record of being proactive in monitoring and identifying state funding opportunities.
- Have established, longstanding and positive working relationships with members of the State Legislature and staff, as well as Committee and State agency staff.

### **B3. SERVICES TO BE PROVIDED**

The following list of Services is intended as a general guide and is not intended to be an exhaustive list of all Services required.

#### **Monitoring**

1. Review on a continuing basis all existing and proposed State of Florida policies, programs and legislation affecting the Town. Identify those issues that may directly or indirectly affect the Town or its citizens, and regularly inform the Town as to such matters, both orally and in writing, including the benefits and any inverse impacts of proposed legislation.
2. Review legislative policy statements of other governments and lobbying groups for the purpose of identifying issues, which may either positively or negatively affect the Town.
3. Work closely with the Mayor, Town Council, Town Manager and staff in the coordination and development of the Town's legislative program from both long and short-term perspectives, as well as legislative priorities. These issues may include public safety, law enforcement, business attraction and retention, infrastructure improvements, transportation, environmental, affordable housing economic development, revenue enhancement, grants, mandates and other issues.

4. Work with the Mayor, Town Manager and staff to develop special or general legislation in keeping with, or supportive of, the Town's adopted legislative program.
5. Develop and evaluate strategy for support, opposition or amendment of pending legislation.

#### **Bill Tracking**

1. Obtain and monitor all bills, resolutions, files, journals, histories, etc. that may have an impact on the legislative or regulatory interests of the Town.
2. Copies of any bills and any amendments that are determined to have an impact on the legislative and regulatory interests of the Town. Copies shall be forward to the Mayor, Town Council and Town Manager.
3. Once legislative positions are established by the Town, required actions should be tracked and updated on a regular basis.
4. Prepare and submit reports that may include but not be limited to: Personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other State policies or programs that affect the Town and its citizens either directly or indirectly. Written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that Mayor or Town staff may implement. A detailed written report of specific legislation and new requirements affecting the Town shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.
5. Prepare and submit periodic written reports (at least weekly) during those months that the State of Florida Senate and House of Representatives are in session, on issues of interest or concern to the Town and monthly when they are not in session. Such information may include but is not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

#### **Legislative Advocacy**

1. The Town's position on key legislative action shall be transmitted to members of the State Legislature and staff, including Committee staff through personal discussions with legislators, staff, committee consultants, and State agency representatives, and other interest groups.
2. Testify and lobby before the State of Florida Senate, House of Representatives, executive branch and cabinet as necessary on behalf of the Town during the annual legislative sessions, extended or special session(s), at legislative committee meetings agency hearings, rulemaking proceedings, and during floor debate in both houses of the State of Florida's government.
3. Send letters notifying appropriate officials and agencies of the Town's position and drafting announcements.
4. Upon request by the Town, assist the Town in coordinating applications and advocating for State of Florida grants. The consultant is not expected to prepare grant applications.
5. Design and implement a strategy, in consultation with the Town that raises the consciousness and awareness of issues related to the Town with legislative leaders and broadens and improves direct communication with Town officials with the legislative leadership.
6. Upon request, coordinate appointments/meetings between the Mayor or other Town staff, and appropriate State officials and legislators, including organizing agendas and meetings during Dade Days in Tallahassee.



### **State Budget Issues**

1. Focus efforts supporting the Town's appropriation requests and legislative objectives during the final phases of legislative action on spending and authorization legislation, including coordinating meeting with relevant members of the legislature or staff in support of the Town's state objectives (as appropriate).

## **B4. CONTRACT TERM**

The Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of the Agreement for additional one-year terms.

## **B5. COMPENSATION**

### **B5.01-1. Compensation Limits**

The amount of compensation payable by the Town to the Consultant for the Services shall be a monthly payment, based on Form PP, as may have been amended during negotiations, which shall cover all costs incurred by the Consultant in the provision of the Services; provided however, that in no event shall the amount of compensation exceed twenty-four thousand dollars (\$24,000) per year or one hundred and twenty thousand dollars (\$120,000) in total over the term of this Agreement, unless explicitly approved by action of the Town Council or Town Manager as applicable and put into effect by written amendment to this Agreement.

Compensation for Additional Services shall be negotiation by the Project Manager and the Consultant on a case by case basis.

### **B5.01-2. Payments**

Payment shall be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant's invoice. If Consultant is entitled to reimbursement of any expenses under Form PP, then all bills for such expenses shall be submitted with the invoice. Any reimbursement expenses identified in Form PP that are covered under Section 112.061, Florida Statutes shall be reimbursed at the stipulated rate. Unless otherwise directed in writing, the Consultant shall utilize the Town's standard invoice form for the submission of invoices.

## **B6. ADDITIONAL SERVICES**

### **B6.01. Work Orders**

An independent and detailed Work Order or an Amendment to a previously issued Work Order shall be required to be issued and signed by the Town Manager for each Additional Services requested by the Town. The Work Order will specify the fee for such service and if applicable, the upper limit of the fee, which shall not be exceeded, and shall comply with the Town's regulations, including the Procurement Ordinance and other applicable laws.

### **B6.02. Lump Sum**

Compensation for Additional Services shall be a Lump Sum, with either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town, to be mutually agreed upon in writing by the Town and the

Consultant and stated in a Work Order. Lump Sum and Lump Sum Not to Exceed methods of compensation are the preferred methods of compensation.

**B6.02-1. Lump Sum Fixed Fee**

Lump Sum Fixed Fee shall be the total amount of compensation to be paid to the Consultant for the Services performed on a specific Project or phase or task under a Work Order. Payments to the Consultant shall be based on a percentage of completion basis.

**B6.02-2. Lump Sum Not to Exceed Fee**

Lump Sum Not to Exceed Fee shall establish the maximum amount of compensation to be paid to the Consultant for the Services performed on a specific Project, phase or task under a Work Order. Payments to the Consultant shall be based on the actual work effort required to complete the Project, phase or task.

**B6.02-3. Guaranteed Maximum Lump Sum**

Guaranteed Lump Sum shall be the total maximum fee amount payable by Town wherein certain aspects, tasks or allowances may not be defined, quantified and calculated at the time of Work Order issuance. A Guaranteed Maximum Lump Sum compensation may represent a combination of Fixed Fees for professional services and not to exceed allowances for any Reimbursable Expenses.

**B6.03. Reimbursable Expenses**

The Town shall not be liable or responsible for the reimbursement of any expenses incurred by the Consultant in providing the Services except as specifically stated in the Agreement. All reimbursable Services shall be billed to the Town at direct cost incurred by the Consultant.

The Town will reimburse the Consultant for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Town Manager or designee including, without limitation, detailed bills, itemized invoices and/or copies of canceled checks.

**END OF SECTION**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

**(The Southern Group)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary

(Affirm Firm's Seal, if available)

ATTEST:

**Town of Miami Lakes**, a municipal corporation of the  
State of Florida

\_\_\_\_\_  
Gina Inguanzo, Town Clerk

\_\_\_\_\_  
Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

\_\_\_\_\_  
Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

Print: \_\_\_\_\_

NOTARIZATION

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

## **EXHIBIT A – CONSULTANT’S PROPOSAL**

## **EXHIBIT B –TEAM**

### **KEY STAFF**

<b>NAME</b>	<b>JOB CLASSIFICATION</b>
Nelson D. Diaz	
Kate DeLoach	