

2014-28747

**PROFESSIONAL SERVICES AGREEMENT  
BY AND AMONG THE CITY OF MIAMI BEACH, FLORIDA,  
AND THE FIRMS OF  
CORCORAN & ASSOCIATES, INC., (D/B/A CORCORAN & JOHNSTON)  
AND SOUTHERN STRATEGY GROUP, INC.,  
FOR LEGISLATIVE CONSULTING SERVICES.  
PURSUANT TO  
REQUEST FOR QUALIFICATIONS NO. 2014-128-ME**

This Professional Services Agreement ("Agreement") is entered into this \_\_\_ day of December 2014 ("Execution Date"), by and among **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"); **CORCORAN & ASSOCIATES, INC., D/B/A CORCORAN & JOHNSTON**, a Florida corporation, whose address is 21748 State Road 54, Suite 102, Lutz, FL 33549; and **SOUTHERN STRATEGY GROUP, INC.**, a Florida corporation, whose address is 123 South Adams Street, Tallahassee, FL 32301 (collectively, the aforesated firms are hereinafter referred to as "Consultant").

**SECTION 1  
DEFINITIONS**

- Agreement: This Agreement between the City and Consultant, including any exhibits and amendments thereto.
- City Manager: The chief administrative officer of the City.
- Consultant: For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.
- Services: All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.
- Fee: Amount paid to the Consultant as compensation for Services.
- Proposal Documents: Proposal Documents shall mean City of Miami Beach RFQ No. 2014-128-ME for Legislative Consulting Services, together with all amendments thereto, issued by the City in contemplation of this Agreement (RFQ), and Consultant's proposal in response thereto (Proposal), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the RFQ; and the Proposal.

**SECTION 2  
SCOPE OF SERVICES (SERVICES)**

**2.1** In consideration of the Fee to be paid to Consultant by the City, Consultant shall provide the work and services described in Exhibit "A" hereto (the "Services").

**2.2** Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit "A" hereto.

### **SECTION 3**

#### **TERM**

Upon approval by the Mayor and City Commission and execution of this Agreement by the parties hereto, the term of this Agreement ("Term") shall be deemed to have commenced retroactively on October 1, 2014, and shall terminate on September 30, 2019, with an option to renew for up to five (5) one-year periods, subject to the mutual agreement of the parties hereto. Notwithstanding the preceding sentence, Consultant acknowledges and agrees that the City has allocated monies for payment of Consultant's Fee for the first contract year only (i.e. October 1, 2014 – September 30, 2015). Accordingly, the Term of this Agreement shall also be subject to and contingent upon allocation of monies for Consultant's Fee in future years (i.e. beyond the first contract year provided herein).

Further, notwithstanding the Term provided herein, Consultant shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit A hereto.

### **SECTION 4**

#### **FEE**

**4.1** In consideration of the Services to be provided, the City shall pay Corcoran & Associates, Inc., a total annual fee not to exceed \$ **107,254.92** (the "Fee"). As set forth in Section 3 above, the Fee set forth herein is for the first contract year (i.e. the one-year period commencing on October 1, 2014, and ending on September 30, 2015) only.

**4.2** The Fee shall be paid in equal monthly installments of \$ **8,937.91**, beginning on October 1, 2014, and ending on September 30, 2019. The monthly installments shall become payable upon execution of this Agreement. The parties hereby acknowledge and agree that any payments to Consultant due under this Agreement shall be made by the City to Corcoran & Associates, Inc. **It shall be the sole responsibility of Corcoran & Associates, Inc., to distribute such payments to Southern Strategy Group, Inc., the other firm hereunder, collectively enumerated as Consultant.**

#### **4.3 INVOICING**

Upon receipt of an acceptable and approved invoice, payment(s) shall be made to Corcoran & Associates, Inc., within thirty (30) days for the Services, or portions thereof, satisfactorily rendered (and referenced in the particular invoice).

Payments will be in monthly installments at the beginning of each month. Invoices shall include a detailed description of the Services, or portions thereof, provided, and shall be submitted to the City at the following address:

Joe Jimenez  
Assistant City Manager  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

Payments to Consultant shall be submitted to the following address:

Michael G. Cantens  
Corcoran & Associates, Inc.  
7746 Still Lakes Drive  
Odessa, FL 33556

## **SECTION 5** **TERMINATION**

### **5.1 TERMINATION FOR CAUSE**

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Consultant. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against Consultant. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

### **5.2 TERMINATION FOR CONVENIENCE OF THE CITY**

**IN ADDITION TO THE RIGHT TO TERMINATE THE AGREEMENT FOR CAUSE PURSUANT TO SUBSECTION 5.1 HEREOF, THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE AS OF THE DATE SET FORTH BY THE CITY IN THE TERMINATION NOTICE (BUT WHICH DATE SHALL, IN NO EVENT, BE LESS THAN FIFTEEN (15) DAYS OF THE DATE OF RECEIPT BY THE CONSULTANT OF SUCH NOTICE). IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL PROMPTLY REIMBURSE CITY FOR THE FEE, IN PROPORTION TO THE REMAINING AMOUNT OF TIME LEFT IN THE TERM OF THIS AGREEMENT; FOLLOWING WHICH THE CITY AND CONSULTANT SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.**

### **5.3 TERMINATION FOR INSOLVENCY**

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

## **SECTION 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **6.1 INDEMNIFICATION**

Corcoran & Associates, Inc., and Southern Strategy Group, Inc., both individually and collectively (as the Consultant herein), agree to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of their respective officers, employees, agents, contractors, or any other person or entity acting under either Corcoran & Associates, Inc.'s and/or Southern Strategy Group, Inc.'s control or supervision, in connection with, related to, or as a result of each firm's, and/or, collectively, Consultant's performance of the Services pursuant to this Agreement. To that extent, Corcoran & Associates, Inc., and Southern Strategy Group, Inc. shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

### **6.2 INSURANCE REQUIREMENTS**

Corcoran & Associates, Inc. and Southern Strategy Group, Inc. shall **each** maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of \$1,000,000; and
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in the policy.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Consultant is also solely responsible for obtaining and submitting all insurance certificates for any sub-consultants.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Consultant shall not commence any work and or services pursuant to this Agreement until all insurance required under this subsection has been obtained and such insurance has been approved by the City's Risk Manager.

#### **SECTION 7 LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER**

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, if in state court, and in the U.S. District Court for the Southern District of Florida, if in federal court, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Consultant and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

#### **SECTION 8 LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

#### **SECTION 9 [INTENTIONALLY DELETED]**

**SECTION 10**  
**GENERAL PROVISIONS**

**10.1 AUDIT AND INSPECTIONS**

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

**10.2 [INTENTIONALLY DELETED]**

**10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING**

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

**10.4 PUBLIC ENTITY CRIMES**

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

**10.5 EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of the Services, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability.

**10.6 CONFLICT OF INTEREST**

The Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, Consultant shall not knowingly employ any person having such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

**SECTION 11**  
**NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

**TO CONSULTANT:                   MICHAEL G. CANTENS**  
**CORCORAN & ASSOCIATES, INC.**  
**4950 SW 8TH STREET**  
**CORAL GABLES, FL 33134**

**FATIMA PEREZ**  
**SOUTHERN STRATEGY GROUP, INC.**  
**999 PONCE DE LEON BLVD.**  
**PH SUITE 1105**  
**CORAL GABLES, FL 33134**

**TO CITY:                               JOE JIMENEZ, ASSISTANT CITY MANAGER**  
**CITY OF MIAMI BEACH**  
**CITY MANAGER'S OFFICE**  
**1700 CONVENTION CENTER DRIVE**  
**MIAMI BEACH, FL 33139**

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

**SECTION 12**  
**MISCELLANEOUS PROVISIONS**

**12.1   CHANGES AND ADDITIONS**

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

## **12.2 SEVERABILITY**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

## **12.3 ENTIRETY OF AGREEMENT**

The City and Consultant agree that this is the entire Agreement between the parties. The Agreement shall include any and all exhibits attached hereto, as well as the Proposal Documents, which are incorporated in their entirety by reference hereto. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

## **12.4 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Consultant upon termination of this Agreement. Upon termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Consultant's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Consultant does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: [Signature] 12/16/14  
Rafael E. Granado  
City Clerk

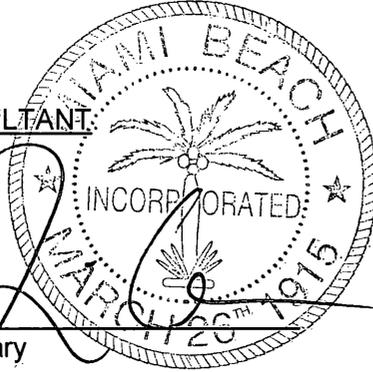
[Signature]  
Philip Levine  
Mayor

FOR CONSULTANT:

CORCORAN & ASSOCIATES, INC.

ATTEST:

By: [Signature]  
Secretary  
Jessica Corcoran  
Print Name



[Signature]  
President  
MICHAEL CORCORAN CEO  
Print Name / Title

FOR CONSULTANT:

SOUTHERN STRATEGY GROUP, INC.

ATTEST:

By: [Signature]  
Secretary  
Chris Dudley  
Print Name

[Signature]  
President  
Paul Bradshaw  
Print Name / Title

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

[Signature] 12-16-14  
City Attorney Date

NK

**EXHIBIT "A"**

**TO THE PROFESSIONAL SERVICES AGREEMENT  
BY AND AMONG THE CITY OF MIAMI BEACH, FLORIDA,  
AND THE FIRMS OF  
CORCORAN & ASSOCIATES, INC., (D/B/A CORCORAN & JOHNSTON)  
AND SOUTHERN STRATEGY GROUP, INC.,  
FOR LEGISLATIVE CONSULTING SERVICES.  
PURSUANT TO  
REQUEST FOR QUALIFICATIONS NO. 2014-128-ME**

**SCOPE OF SERVICES**

**1. OBLIGATIONS OF THE CONSULTANT**

**A.** Consultant will confer with the Mayor and the City Commission, the City Attorney, the City Manager, and other such City personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager and Consultant on all organizational planning and program activity which has a bearing on the ability of the City to make the best use of State programs. The City will supply Consultant with the names of persons other than the Mayor and City Commission, the City Attorney, and the City Manager, who are authorized to request services from Consultant and the person(s) to whom Consultant should respond regarding specific issues.

**B.** Consultant will maintain liaison with the City's State legislative delegation and will assist the delegation in any matter which the City determines to be in its best interest.

**C.** Consultant will counsel with the City regarding appearances by City personnel before State of Florida and State administrative agencies and will assist the City and its personnel in negotiations with administrative agencies concerning City projects requiring State assistance and cooperation.

**D.** Consultant will assist the City in the review of executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other developments for the purpose of advising the City of those items mutually agreed upon may have a significant bearing on the City's policies or programs.

**E.** Consultant will communicate and coordinate with other lobbyists representing interests which are consistent with those of the City in obtaining the goals and objectives of the City.

**F.** Consultant will assist in contacting State agencies on the City's behalf on a mutually agreed upon basis when City funding applications are under consideration by such agencies.

**G.** Consultant will provide the City with monthly reports on the first day of each month throughout the Term of this Agreement, detailing the Consultant's activities and legislative services provided on behalf of and for the benefit of the City in the previous month. Such report shall include, but not be limited to, the names and extent of the participation of the individual members of the Consultant's firm, as well as any other participants in this Agreement who are not a part of the Consultant's firm, and the particular services provided by them for the month addressed in the report. Consultant will provide interim reports on as needed basis addressing matters of

City's involvement, concerns, interest, and particular projects identified for pursuance on behalf of the City.

H. It is agreed upon by the parties hereto, that the Consultant, Corcoran & Associates, Inc., shall assume the lead role with respect to the coordination and provision of the services contemplated by this Agreement, and with regard to the relationship contemplated herein between the City and Consultant. Accordingly, Consultant, Corcoran & Associates, Inc., shall assume the primary responsibility for the coordination and performance of the Consultant and the Services pursuant to this Agreement.