

## AGREEMENT FOR PROFESSIONAL SERVICES

Agreement is made this 1<sup>st</sup> day of December 2008 between the Town of Cutler Bay (hereinafter referred to as the "Cutler Bay") and Gomez Barker Associates, Inc., (hereinafter referred to as "Gomez Barker").

**WHEREAS**, Cutler Bay desires that Gomez Barker make available its services as specified in this document, in support of it's government relations and public affairs efforts; and

**WHEREAS**, Gomez Barker has special professional qualifications in said services and is willing and able to provide same under the terms and conditions set forth in this document;

**NOW, THEREFORE, the parties do mutually agree as follows:**

1. The period of this agreement shall be from December 1st, 2008 until November 30th, 2011 inclusive. This Agreement will renew automatically for additional year(s) on the anniversary date(s) beginning December 1st, 2011 unless terminated by either party with thirty (30) day written notice prior to the expiration date.

For the performance of the services described in the attached Schedule A (Scope of Work), Cutler Bay shall pay Gomez Barker the compensation provided for in the attached Schedule B (Compensation).

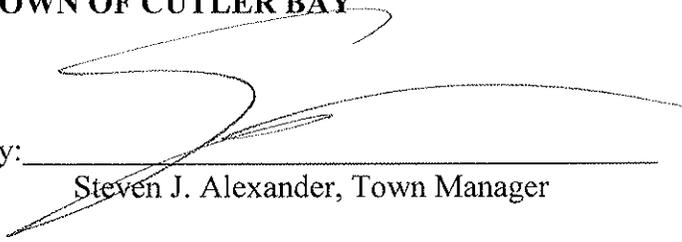
2. Gomez Barker agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Cutler Bay and Gomez Barker shall be entitled to rely on such information. Gomez Barker agrees that any such information provided to it shall only be used for the performance of this engagement and shall not be divulged to a third-party.
3. It is understood and agreed that Gomez Barker is acting as an independent contractor and not as an employee of Cutler Bay.
4. Gomez Barker agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.
5. Either party may terminate this Agreement without penalty by giving thirty (30) days notice of termination to the other party. In the event the Town terminates the agreement it shall pay Gomez Barker all fees earned up to the date of termination on a per diem basis

at the rate of \$117 per day for any partial month. In the event of termination Gomez Barker shall provide Cutler Bay with a status report describing all actions taken by the firm in furtherance of Cutler Bay's legislative goals up through the date of termination and all files and other documents in Gomez Barker's possession relating to Cutler Bay or its legislative goals. Cutler Bay shall reimburse all costs incurred through the date of termination as provided in Schedule B, Section 2 hereof upon presentation of appropriate documentation.

6. A waiver by either party of any of the terms and conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same.
7. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings, written or oral, prior to the signing of this document.
8. The laws of the State of Florida govern all questions with respect to this Agreement, and the rights and liabilities of the parties.

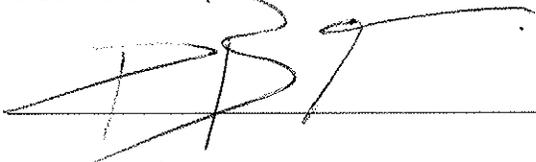
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed the day and year first written.

**TOWN OF CUTLER BAY**

By:   
\_\_\_\_\_  
Steven J. Alexander, Town Manager

Date: \_\_\_\_\_

**CONSULTANT**

  
\_\_\_\_\_  
By: *Fausto B. Gomez*

Date: \_\_\_\_\_

## SCHEDULE A

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state policy objectives of Cutler Bay, Gomez Barker will undertake the tasks outlined below:

1. **Intelligence and Communication** – Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of Cutler Bay.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial for helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar, Gomez Barker would “trail balloon” Cutler Bay’s legislative plan in order to learn how decision-makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** – The legislative requirements of Cutler Bay should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.
3. **Presentation** – Gomez Barker will present the legislative program of Cutler Bay to the appropriate committees in both the House and Senate as well as meet individually with key legislators. The firm will testify and articulate the Town’s interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day- to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.
4. **Involvement and Coordination** – Cutler Bay officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the Legislative session.

These communications and meetings will be planned and coordinated by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.

5. **Collateral Support** – Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden the reach and legislative base of support for Cutler Bay. These will include the Miami-Dade League of Cities, the Florida League of Cities, and the Florida Association of Counties. Gomez Barker will also review the legislative goals of other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on Cutler Bay’s interests.
6. **Lobbying and Monitoring** – Gomez Barker will provide year-round, full-time, lobbying and representation at both the legislative and executive agency level. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring, and follow-up occurs.
7. **Reporting** – Focused and accurate communication with Cutler Bay about the status of legislation, budget requests, or any other important issue will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** – Gomez Barker will promote Cutler Bay’s agenda to legislators, legislative staff and executive officials so that a full understanding of the Town will facilitate legislative requests.

## **SCHEDULE B**

This sets forth the compensation payable by Cutler Bay to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is \$60,000 per annum. This shall be paid on the basis of a monthly retainer of \$5,000 per month, the first payment due on December 1, 2008 and continuing on the 1st day of each month until the conclusion of this Agreement.
2. Cutler Bay agrees to reimburse Gomez Barker for any reasonable and appropriate expense, extraordinary in nature and incurred with the prior approval of the Town in the course of performing the services specified in this document. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred, not to exceed \$3,000 during the course of any annual period.