

**PROFESSIONAL SERVICES AGREEMENT**  
**By and Between**  
**THE CITY OF MIAMI**  
**and**  
**SOUTHERN STRATEGY GROUP, INC.**

This Professional Services Agreement (“Agreement”) is entered into this 22 day of January, 2019, with an “Effective Date” of for commencement of services, by and between the City of Miami, a municipal corporation of the State of Florida, whose address is 444 S.W. 2<sup>nd</sup> Avenue, 10<sup>th</sup> Floor, Miami, Florida 33130 (hereafter referred to as the “City”), and Southern Strategy Group, Inc., a Florida profit corporation, whose address is 123 S. Adams, Tallahassee, Florida 32301 (hereafter referred to as “Provider”) in order to enter into the Agreement upon further terms and conditions as defined below.

**RECITALS**

- A.** The City, pursuant to Section 18-88(d)(2) of the Code of the City of Miami, as amended (the “Code”), has accepted the Provider’s proposal (“Proposal”) for the provision of particular services under the specifications/scope of work, inclusive of lobbying services involving the State of Florida’s Legislative Branch, (hereinafter collectively referred to as the “Services”); and
- B.** After review and consideration by the City Manager, Provider’s Services have been recommended by the City’s Procurement Director pursuant to Section 18-88(d)(2) of the Code for procurement of such Services as outlined in Exhibit A in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00), authorizing the City Manager to execute this Agreement under the “minimum bid amount” of Twenty Five Thousand Dollars (\$25,000.00) set forth in the City of Miami Procurement Ordinance;

**NOW, THEREFORE,** in consideration of the mutual covenants and promises herein contained herein, Provider and the City agree to the terms and conditions of this Agreement as follows:

**TERMS**

1. **RECITALS AND INCORPORATIONS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. The Services, as amended, are hereby incorporated into, made a part of this Agreement, and attached hereto as Exhibit “A”. The Compensation is hereby incorporated into, made a part of this Agreement, and attached hereto as Exhibit “B”. The Insurance Requirements are hereby incorporated into, made a part of this Agreement, and attached hereto as Exhibit “C”.
2. **TERM:** The term of this Agreement shall be for a period commencing on the Effective Date hereof of November 1, 2018 and ending on October 31, 2019.
3. **OPTION TO EXTEND**

There are no options to extend or amend the term of this Agreement beyond the limits of Section 18-88(d)(2) of the Code.

#### **4. SCOPE OF SERVICES**

- A. Provider agrees to provide the Services as specifically described, and under the special terms and conditions set forth in Exhibit "A" attached hereto. Additionally, in order for Provider to better assist the City with updates regarding the Services, Provider shall (1) provide monthly progress reports to the City Manager and the City's Director of Government Relations, (2) be prepared at all times to obtain documentation and research materials for the City upon request, and (3) forward all required reports, upon request by the City, and those reports shall be in the number of copies as requested by the City at that particular instance.
- B. Provider represents and warrants to the City that: (i) it possesses and each of Provider's representatives possesses all required qualifications, valid State and local licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed (a) in the manner described in Exhibit "A", (b) for the budgeted amounts, rates, and schedules described in Section 5 Compensation below and in Exhibit "B", and (c) in a skillful and respectful manner; (v) each person executing this Agreement on behalf of Provider has been duly authorized to so execute the same and fully bind Provider as a party to this Agreement; and (vi) the quality of Provider's performance and all of Provider's interim and final product(s) and report(s) provided to or on behalf of the City shall be in conformance with best practices for national, state, and local standards.
- C. Provider's authorized Services Coordinator ("Coordinator") shall be Edgar Castro, or Designee. The City's authorized representative shall be City Manager Emilio T. González, with assistance from time to time as requested by the City Manager from the City's Director of Government Relations. Should the Coordinator deemed acceptable by the City leave Provider's firm for any reason, the City and Provider will work together regarding the consideration of an acceptable replacement to be proffered by Provider. City reserves the right to accept or reject any change of Coordinator and/or any other proposed Coordinators. Provider shall give at least thirty (30) days advance written notice to City of any intent to change the Coordinator. City shall have the right to receive pertinent information from Provider, and Provider shall provide such pertinent information, about the proposed individuals at the time of such notice of intent to change. In the event that Provider changes the Coordinator, it is the intent of the parties to this Agreement that the City should not be penalized by such change and Provider shall continue the Services in a manner consistent with this Agreement.
- D. Provider shall at all times provide fully qualified, competent, and capable employees to perform the Services under this Agreement. City may require Provider to remove any employee the City deems careless, incompetent, insubordinate, or otherwise objectionable

and whose continued services under this Agreement are not in the best interest of the City. Each of Provider's employees shall have and present proper identification and proper insurance coverage as reviewed by the City's Risk Management Department.

## **5. COMPENSATION**

- A.** The total amount of compensation payable by the City to Provider shall in no event exceed Twenty Five Thousand Dollars (\$25,000.00) for this one (1) year term. The City shall not be liable for any costs, fees, expenses or charges beyond the stated total amount not to exceed of Twenty Five Thousand Dollars (\$25,000.00). The maximum amount of Twenty Five Thousand Dollars (\$25,000.00) for this one (1) year period shall be the limit of liability of the City for all fees, costs, reimbursable expenses, if any, and any other approved expenditure of Provider, its subcontractors, agents, or representatives, if any, relating to Provider's performance of the Services. The City and Provider agree that Provider's reasonable costs of regular U.S. mail, copies, and telephone, all without markup and at actual cost, related to the Services may be considered reimbursable expenses. Provider shall be responsible for its own additional expenses, and those of its subcontractors, agents, and representatives, including, but not limited to, business travel, lodging, state local lobbying registration or renewal fees, express mail costs, costs of preparing presentation materials needed to represent the City and similar related costs during the term of this Agreement.
- B.** Provider shall bill and provide the City with monthly invoices for Services rendered, which shall be accompanied by sufficient supporting documentation and receipts and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed. Pursuant to the Florida Prompt Payment Act, the City shall make each payment for such documented invoices in arrears within forty-five (45) days after receipt of Provider's invoice for Services performed.
- C.** Absent an amendment to this Agreement in conformance with the City's Procurement Ordinance, additional services and expenses are not included in this compensation and shall only be provided upon a written amendment entered into by the City and Provider in accordance with the City's Procurement Code.
- D.** Provider agrees and understands that: (i) any and all subcontractors providing Services related to this Agreement shall be paid through Provider and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the Services related to this Agreement shall be borne solely by Provider.
- E.** Neither Provider nor any of its employees nor its subcontractors shall perform any work unless duly authorized by the City Manager. Provider shall not be paid (i) for any work performed outside the Services set forth in Exhibit "A" of this Agreement; or (ii) for any work performed by any of Provider's employees or subcontractors not otherwise previously authorized by the City Manager.

## **6. OWNERSHIP OF DOCUMENTS**

Provider understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain the property of the City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by the City in its sole discretion. The City shall maintain and retain ownership of any and all documents which result upon the completion of the Services under this Agreement.

## **7. AUDIT AND INSPECTION RIGHTS**

- A. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Provider under this Agreement and any extensions hereof, audit, or cause to be audited, or cause to be audited and inspected, those books, documents, papers, and records of Provider which are related to Provider's performance under this Agreement for the purpose of an audit, examination, excerpts, and transcripts. Provider agrees to maintain all such books, documents, papers, and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed. Provider's failure to adhere to or refusal to comply with this condition shall result in the immediate cancellation of this Agreement by the City.
- B. The City may, at any time during the term hereof, inspect, and observe Provider's work and undertake such inquiries and reviews as the City deems reasonably necessary to determine whether the Services required to be provided by Provider under this Agreement conform to the terms hereof. Provider shall make available to the City all reasonable facilities and assistance to facilitate the inquiries, reviews, and/or inspections by City representatives. All audits, inquiries, reviews, and inspections shall be subject to and made in accordance with the provisions of the Code of the City of Miami, Florida, as may be amended or supplemented from time to time.

## **8. AWARD OF AGREEMENT**

Provider represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid or agreed to pay any person any fee, commission, percentage, brokerage fee or gift of any kind contingent upon or in connection with the award of this Agreement.

## **9. PUBLIC RECORDS**

Provider understands that the public shall have access at all reasonable times to all documents and information pertaining to City contracts subject to the provisions of Chapter 119, Florida Statutes and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City. Provider shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled: "Contracts; public records."

## **10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

Provider further agrees to include in all of Provider's agreements with employees and subcontractors for any Services related to this Agreement this provision requiring employees and subcontractors to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances as they may be amended from time to time.

#### **11. INDEMNIFICATION**

Provider shall indemnify, defend, release, and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or subcontractors (collectively referred to as "Provider"), regardless of whether it is or is alleged to be caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them; or (ii) the failure of the Provider to comply with any of the paragraphs herein or the failure of the Provider to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state in connection with the performance of this Agreement. Provider expressly agrees to indemnify, hold harmless, and release the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its subcontractors, as provided above for which the Provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Provider further agrees to indemnify, defend, release, and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, professional standards or requirement related directly or indirectly to Provider's performance under this Agreement, compliance with which is left by this Agreement to Provider; and (ii) any and all claims, and/or suits for Services and materials furnished by Provider or utilized in the performance of this Agreement or otherwise.

Provider shall hold harmless, defend, release, and indemnify the City for any errors in the provision of Services and for any fines which may result from the fault of Provider, its employees, agents, or subcontractors. Provider's obligations to indemnify, defend, release, and hold harmless the Indemnitees shall survive the termination of this Agreement.

Provider understands and agrees that any and all liabilities regarding the use of any subcontractor, agents, or representatives for Services related to this Agreement shall be borne solely by Provider throughout the duration of this Agreement and that this provision shall survive the termination of this Agreement.

## **12. DEFAULT**

If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder the City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances or other compensation paid by the City to Provider while Provider was in default shall be immediately returned to the City.

Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein then in addition to the foregoing, Provider shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement as well as all costs and expenses incurred by the City in the re-procurement of the Services including consequential and incidental damages.

## **13. RESOLUTION OF CONTRACT DISPUTES**

Provider understands and agrees that all disputes between Provider and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty Five Thousand Dollars (\$25,000.00), the City Manager's decision shall be approved or disapproved by the City Commission. Provider shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's written decision, approved by the City Commission if the amount of compensation hereunder exceeds Twenty Five Thousand Dollars (\$25,000.00), or (ii) a period of sixty (60) days has expired after submitting to the City Manager a detailed statement of the dispute accompanied by all supporting documentation, or ninety (90) days if the City Manager's decision is subject to City Commission approval); or (iii) the City has waived compliance with the procedure set forth in this section by written instruments signed by the City Manager.

## **14. CITY'S TERMINATION RIGHTS**

- A.** The City Manager shall have the right to terminate this Agreement in his/her sole discretion at any time by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, the City shall pay to Provider compensation for services rendered and reasonable reimbursable expenses incurred prior to the effective date of termination. In no event shall the City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
- B.** The City shall have the right to terminate this Agreement without notice to Provider upon the occurrence of an event of default hereunder. In such event the City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to the City all amounts received while Provider was in default under this Agreement.

## **15. INSURANCE**

- A.** Provider shall at all times during the term hereof maintain such types and amounts of insurance coverage(s) as may be required by the City as set forth in Exhibit "C" hereto. The Provider shall add the City of Miami as an additional named insured to its commercial general liability and auto policies and as a named certificate holder on all policies. Provider shall correct any insurance certificates as requested by the City's Risk Management Administrator. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage(s) shall be furnished to the City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, modified or changed during the performance of the Services under this Agreement without thirty (30) calendar days prior written notice to the City. Completed Certificates of Insurance shall be filed with the City prior to the performance of Services hereunder, provided however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with the City.
- B.** If, in the judgment of the City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind(s) or amounts, the City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind(s) previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.
- C.** Provider understands and agrees that any and all liabilities regarding the use of any of Provider's employees or any of Provider's subcontractors for Services related to this Agreement shall be borne solely by Provider throughout the term of this Agreement and that this provision shall survive the termination of this Agreement. Provider further understands and agrees that insurance for each employee of Provider and each subcontractor providing Services related to this Agreement shall be maintained in good standing and approved by the City Risk Management Administrator throughout the duration of this Agreement.
- D.** Provider shall be responsible for assuring that the insurance certificates required under this Agreement remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, Provider shall be responsible for submitting new or renewed insurance certificates to the City's Risk Management Administrator at a minimum of ten (10) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term of this Agreement and any extension thereof:

- (i) the City shall suspend this Agreement until such time as the new or renewed certificate(s) are received in acceptable form by the City's Risk Management Administrator; or
- (ii) the City may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from Provider in conjunction with the violation of the terms and conditions of this Agreement.

E. Compliance with the foregoing requirements shall not relieve Provider of its liabilities and obligations under this Agreement.

**16. NON-DISCRIMINATION**

Provider represents and warrants to the City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, disability, sexual orientation, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, disability, sexual orientation, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**17. MINORITY AND WOMEN BUSINESS AFFAIRS AND PROCUREMENT PROGRAM**

The City has established a Small and Disadvantaged Business Affairs and Procurement Program (the "SBE/SDBE Program"), as amended, designed to increase the volume of City procurement and contracts with small and disadvantaged businesses. Provider understands and agrees that the City shall have the right to terminate and cancel this Agreement, without notice or penalty to the City and to eliminate Provider from consideration and participation in future City contracts if Provider, in the preparation and/or submission of the Proposal, submitted false or misleading information as to its status as Black, Hispanic and/or Woman owned business and/or the quality and/or type of minority or woman owned business participation.

**18. ASSIGNMENT**

This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion through the City Manager.

**19. NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

Southern Strategy Group, Inc.

123 S. Adams  
Tallahassee, Florida 32301

With copies to:

TO THE CITY:

Emilio T. González  
City Manager  
444 S.W. 2<sup>nd</sup> Avenue, 10<sup>th</sup> Floor  
Miami, Florida 33130

Nikolas Pascual  
Director of Governmental Relations  
444 S.W. 2<sup>nd</sup> Avenue, 10<sup>th</sup> Floor  
Miami, Florida 33130

Victoria Méndez  
City Attorney  
444 S.W. 2<sup>nd</sup> Avenue, 9<sup>th</sup> Floor  
Miami, Florida 33130

## **20. MISCELLANEOUS PROVISIONS**

- A.** This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial. Each party shall bear its own attorney's fees, expenses, and costs.
- B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof and no waiver shall be effective unless made in writing.
- D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable,

and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

- E. Provider shall comply with all applicable laws, rules and regulations in the performance of this Agreement, including, but not limited to, licensure and certifications required by law for such professional service providers.
- F. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

**21. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors or assigns.

**22. INDEPENDENT CONTRACTOR**

Provider has been procured and is being engaged to provide Services to the City as an independent contractor and not as an agent or employee of the City. In providing such Services, neither Provider nor Provider's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other joint relationship is hereby created. City does not extend to Provider nor to Provider's agents any authority of any kind to bind City in any respect whatsoever. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees.

Provider further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to the City under this Agreement. Provider further understands and agrees that Provider's or subcontractors' use or entry upon City properties shall not in any way change its or their status as an independent contractor.

**23. CONTINGENCY CLAUSE**

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

**24. FORCE MAJEURE**

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure

Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

**25. CITY NOT LIABLE FOR DELAYS**

Provider hereby understands and agrees that in no event shall the City be liable for or responsible to Provider or any subcontractor, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control.

**26. USE OF NAME**

Provider understands and agrees that the City is not engaged in research for advertising, sales promotion or other publicity purposes. Provider is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of this project and the name of the City. The Provider agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the City Manager or the City Commission.

**27. NO CONFLICT OF INTEREST**

Pursuant to City Code Section 2-611, as amended, regarding conflicts of interest, Provider hereby certifies to City that no individual member of Provider, no employee and no subcontractor under this Agreement nor any immediate family member of any of the same is also a member of any board, commission or agency of the City. Provider hereby represents and warrants to the City that throughout the term of this Agreement, Provider, its employees and its subcontractors will abide by this prohibition of the City Code.

Additionally, throughout the term of this Agreement, Provider represents and warrants that it shall not undertake any litigation or other adverse proceeding against the City on behalf of any other client of Provider.

Neither Provider, the Coordinator, nor Provider's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment and care related to Provider's performance under this Agreement.

**28. NO THIRD-PARTY BENEFICIARY**

No persons other than the Provider and the City (and their successors and assigns) shall have any rights whatsoever under this Agreement.

**29. SURVIVAL**

All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

**30. TRUTH-IN-NEGOTIATION CERTIFICATION, REPRESENTATION AND WARRANTY**

Provider hereby certifies, represents and warrants to City that on the date of Provider's execution of this Agreement and so long as this Agreement shall remain in full force and effect, the fee rates and schedules and other factual unit costs supporting the compensation to Provider under this Agreement are and will continue to be accurate, complete and current. Provider understands, agrees and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City determines the contract price of compensation hereunder was increased due to inaccurate, incomplete, or non-current fee rates and schedules and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of this Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

**31. COUNTERPARTS**

This Agreement may be executed in three (3) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

**32. INSURANCE REQUIREMENTS RIDER**

Attached as Exhibit "C" hereto and incorporated herein.

**33. REAFFIRMATION OF REPRESENTATIONS**

Provider hereby reaffirms all of the representations contained in its proposal for the Services.

**34. ENTIRE AGREEMENT**

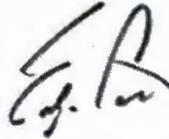
This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

WITNESS/ATTEST:

**"PROVIDER"**

**Southern Strategy Group, Inc., a Florida profit corporation**



Print Name: Marina Lithgow

Print Name: Edgar Castro

Title: Office Manager

Title: Partner

(Corporate Seal)

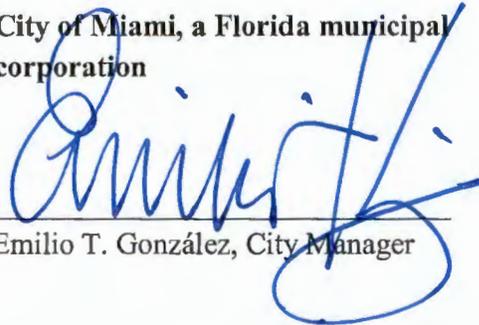
ATTEST:

**"CITY"**

**City of Miami, a Florida municipal corporation**



Todd Hannon, City Clerk



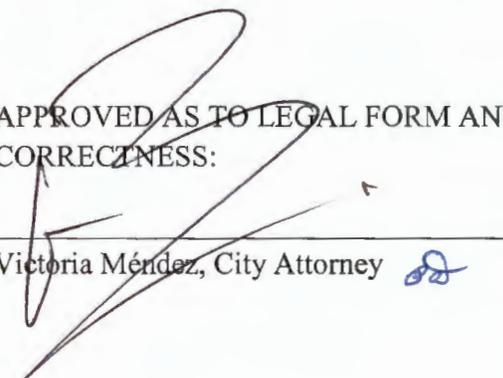
Emilio T. González, City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND CORRECTNESS:



\_\_\_\_\_  
Anne-Marie Sharpe, Director Risk Management Department



\_\_\_\_\_  
Victoria Méndez, City Attorney

## EXHIBIT "A" SERVICES

### **Scope of Work (State Lobbying Services)**

The Successful Proposer(s) must provide state governmental lobbying and consulting services as stipulated by the City.

Provider shall perform the following services:

- Communicate with the City Manager/Chief Administrator or his/her designee(s) on at least a weekly basis to review and analyze state government executive and legislative actions having a bearing on the City's fiscal and programmatic interests.
- Establish and maintain positive working relationships with the executive and legislative branches of the state government to enhance the City's position with respect to financial assistance, including reimbursements, applications, regulatory procedures, legislation, budget authorizations and appropriations, and other similar matters as needed.
- Integrate its efforts with the City Manager/Chief Administrator or his/her designee to assure a strong and consistent legislative program.
- Establish and maintain a fully functional office, if required, including, but not limited to, parking, phones, facsimile, copy machine, personal computer with appropriate software, as identified by the City, filing space for City staff or officials in the Tallahassee, Florida area, and provide clerical assistance for said staff or officials during session to ensure adequate coordination between Tallahassee, Florida and the City.
- Provide a full range of legislative counsel and advocacy services, including preparing weekly reports advising the City Manager/Chief Administrator of the current status of legislation during legislative sessions.
- Advise the City Manager/Chief Administrator on a timely basis of any issues, meetings, hearings, or legislative and administrative procedures of relevance to the City.
- Represent the City at meetings, hearings, or conferences, as requested.
- Be available on a twenty-four hour seven (7) day per week basis during the session, and immediately respond to any calls, pages, or emails by the City Manager/Chief Administrator or designated City Staff.
- Confer with the Mayor, City Commission, City Manager/Chief Administrator, City Attorney, and other City personnel, on an as needed basis, regarding strategic organizational planning and program activities which have a bearing on the ability of the City to make the best use of

state programs, assistance, appropriations, and/or any other legislative, administrative or executive actions.

- Meet with the Mayor, City Commission, and City Manager/Chief Administrator or his/her designee(s) periodically and at mutually agreed upon times and dates.
- Maintain liaison with the City's Miami-Dade delegation and assist with the delegation in any matter that the City determines to be in its best interest.
- Counsel with the City regarding appearances by City personnel before State Committees and State Administrative Agencies.
- Depending upon its area of expertise identified herein this Exhibit "A", identify and notify the City in advance of opportunities such as grant opportunities and funding availability for transportation, community and economic development, environmental matters, infrastructure improvement, hurricane recovery efforts, housing and urban development, homeless programs, intermodal programs and any other areas of interest to the City.
- Depending upon its area of expertise, assist the City in the review of state executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations, and other state developments for the purpose of advising the City of those items which may have a significant bearing on City policies, funding, and programs.
- Submit to the City an annual report of accomplishments concerning the Consultant's responsibilities.
- Assist in implementing the City's state legislative agenda.
- Assist in writing, interpreting and monitoring legislation and regulations.
- Assist in the drafting of legislation, amendments, report language, position papers, and testimony.
- Provide monthly written progress reports detailing the Services that have been rendered.
- Be prepared at all times to obtain documentation and research materials upon request.
- Forward all required reports upon request by the City, and those reports shall be in the number of copies as requested by the City at that particular instance.



---

9155 S DADELAND BLVD SUITE 1604 • MIAMI, FL 33156 • 305.421.6304 • SOSTRATEGY.COM

---

November 1, 2018

Mr. Nikolas Pascual  
Senior Advisor to the City Manager  
City of Miami  
3500 Pan American Drive  
Miami, FL 33133

Re: Proposal for Legislative Consulting Services

Dear Mr. Pascual:

Please accept this proposal from Southern Strategy Group of Miami, LLC (Southern Strategy Group), a Florida Limited Liability Company (tax id 27-0798190) for Executive Consulting Services for the City of Miami (City). In this proposal, Southern Strategy Group offers to provide the highest level of professional services in the advocacy of the City's state Executive branch program. We look forward to achieving extraordinary success in the City's priorities.

Southern Strategy Group is a full-service lobbying firm that was established in Tallahassee, Florida in 1999. With offices throughout Florida, including Miami, Tallahassee, Jacksonville, Orlando, and Tampa Bay, Southern Strategy Group has the largest lobbying firm in the state and has been referred to as **"the most powerful lobbying firm in Florida"** by a leading newspaper in Florida. Southern Strategy Group is the only firm in Florida with two dozen lobbyists who have held the highest staff positions in state and local government. We understand how and why decisions are made at every level of Florida government and use that knowledge to the benefit of our clients. Our Miami office is staffed by three lobbyist partners. From traffic to road construction and beautification, to renewable energy initiatives and sustainability, as well as affordable housing and storm water programs, we are keenly aware of the issues that City of Miami faces.

Due to our long history of service to government entities, Southern Strategy Group has the experience and expertise to assist the City in engaging with the executive and regulatory agencies who are vital in the implementation of appropriations or regulatory rule making. Southern Strategy Group is eager to act as your advocate, providing you with reliable representation and strategic direction to navigate the political landscape of Florida's Executive branch of government.

Edgar Castro from the Miami office of Southern Strategy Group will serve as your primary contact for this representation. Edgar Castro may be reached via telephone at 305.421.6304, cell 305-333-0649, or e-mail [castro@sostrategy.com](mailto:castro@sostrategy.com). The Miami office of Southern Strategy Group is located at 9155 S Dadeland blvd. # 1604, Miami, FL 33156 and our mailing address is P.O. Box 10570, Tallahassee, FL 32302. The partners in our Miami office, working the combined talents of all our partners, will work

**EVERY  
INDUSTRY**

**EVERY  
INTEREST**

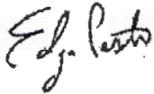
**POWERFUL  
ADVOCACY  
BEGINS HERE**

hard to deliver results for the City. Together, we will serve as an extension of your team to coordinate your priorities with the appropriate subject matter expert or team member at Southern Strategy Group.

In exchange for these services, City of Miami agrees to pay SSG a monthly retainer of \$2,083.33 beginning November 1, 2018 to October 31, 2019. SSG will send an invoice upon the execution of this agreement and payment is due by the end of the month. SSG will send an invoice on the first of each month for the current month's services and payment is due by the end of each month. All payments shall be remitted to P.O. Box 10570, Tallahassee, FL 32302. This agreement may be terminated by either party with 30 days written notice.

You have our commitment to represent the City in the most reliable and ethical manner. We look forward to your approval of this proposal and continuing to represent the City of Miami.

Sincerely,

A handwritten signature in cursive script that reads "Edgar O. Castro".

Edgar O. Castro

## EXHIBIT "B" COMPENSATION

**Southern Strategy Group, Inc. for State Advocacy/State Relations Services:**  
**Annual Total Maximum amount for the period beginning November 1, 2018 and ending October 31, 2019 for a total not to exceed amount of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Compensation shall be fixed at Two Thousand Eighty Three Dollars and Thirty Three Cents (\$2,083.33) per month. The City shall not be liable for any costs, fees, expenses or charges beyond the total stated amount of compensation. The maximum of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) for the Term will be the limit of the liability of the City for all fees of the Provider, its subcontractors, agents or representatives, if any, and inclusive of costs, reimbursable expenses, if any, and any other approved expenditures relating to Provider's performance of the Services.**

## EXHIBIT "C" INSURANCE REQUIREMENTS

### I. **Commercial General Liability**

#### A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$ 1,000,000.00
General Aggregate Limit	\$ 2,000,000.00
Products/Completed Operations	\$ 1,000,000.00

#### B. Endorsements Required

City of Miami listed as additional insured  
Contingent & Contractual Liability  
Premises and Operations Liability  
Primary Insurance Clause Endorsement

### II. **Business Automobile Liability**

#### A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Owned/Scheduled Autos	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000.00

#### B. Endorsements Required

City of Miami listed as an additional insured

### III. **Worker's Compensation**

Limits of Liability  
Statutory-State of Florida  
Waiver of Subrogation

Employer's Liability

#### A. Limits of Liability

\$500,000.00 for bodily injury caused by an accident, each accident  
\$500,000.00 for bodily injury caused by disease, each employee  
\$500,000.00 for bodily injury caused by disease, policy limit

### IV. **Professional Liability/Errors and Omissions Coverage**

Combined Single Limit	
Each Claim	\$1,000,000.00
General Aggregate Limit	\$1,000,000.00
Retro Date Included	

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance with policy provisions.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

**The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by the City's Risk Management Department prior to insurance approval.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MCGRIFF INSURANCE SERVICES INC COMMERCIAL CLIENT CENTER GREENSBORO, NC 27409 (888) 661-3938	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 661-3938      FAX (A/C, No): (877) 872-7604 E-MAIL ADDRESS: <a href="mailto:service.center@travelers.com">service.center@travelers.com</a>	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : TRAVELERS CASUALTY AND SURETY COMPANY	
<b>INSURED</b> SOUTHERN STRATEGY GROUP PO BOX 10570 TALLAHASSEE, FL 32302	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 716821431161453      **REVISION NUMBER:**

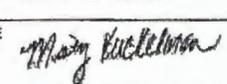
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	UB-3J173607-18	07/15/2018	07/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

APPROVED

1/30/19

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
AS RESPECTS TO WORKERS COMPENSATION COVERAGE, WC 00 03 13 (00) WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT HAS BEEN ATTACHED TO THE POLICY. CITY OF MIAMI IS LISTED IN THE ENDORSEMENT SCHEDULE AS A DESIGNATED PERSON OR ORGANIZATION.

<b>CERTIFICATE HOLDER</b> CITY OF MIAMI 444 SW 2ND AVE 10TH FL MIAMI, FL 33130	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**PROFESSIONAL SERVICES AGREEMENT**

**By and Between**

**THE CITY OF MIAMI**

**and**

**SOUTHERN STRATEGY GROUP, INC.**

This Professional Services Agreement ("Agreement") is entered into this 22 day of January, 2019, with an "Effective Date" of for commencement of services, by and between the City of Miami, a municipal corporation of the State of Florida, whose address is 444 S.W. 2<sup>nd</sup> Avenue, 10<sup>th</sup> Floor, Miami, Florida 33130 (hereafter referred to as the "City"), and Southern Strategy Group, inc., a Florida profit corporation, whose address is 123 S. Adams, Tallahassee, Florida 32301 (hereafter referred to as "Provider") in order to enter into the Agreement upon further terms and conditions as defined below.

**RECITALS**

**A.** The City, pursuant to Section 18-88(d)(2) of the Code of the City of Miami, as amended (the "Code"), has accepted the Provider's proposal ("Proposal") for the provision of particular services under the specifications/scope of work, inclusive of lobbying services involving the State of Florida's Executive Branch, (hereinafter collectively referred to as the "Services"); and

**B.** After review and consideration by the City Manager, Provider's Services have been recommended by the City's Procurement Director pursuant to Section 18-88(d)(2) of the Code for procurement of such Services as outlined in Exhibit "A" in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00), authorizing the City Manager to execute this Agreement under the "minimum bid amount" of Twenty Five Thousand Dollars (\$25,000.00) set forth in the City of Miami Procurement Ordinance;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained herein, Provider and the City agree to the terms and conditions of this Agreement as follows:

**TERMS**

- 1. RECITALS AND INCORPORATIONS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. The Services, as amended, are hereby incorporated into, made a part of this Agreement, and attached hereto as Exhibit "A". The Compensation is hereby incorporated into, made a part of this Agreement, and attached hereto as Exhibit "B". The Insurance Requirements are hereby incorporated into, made a part of this Agreement, and attached hereto as Exhibit "C".
- 2. TERM:** The term of this Agreement shall be for a period commencing on the Effective Date hereof of November 1, 2018 and ending on October 31, 2019.
- 3. OPTION TO EXTEND**

There are no options to extend or amend the term of this Agreement beyond the limits of Section 18-88(d)(2) of the Code.

#### **4. SCOPE OF SERVICES**

- A. Provider agrees to provide the Services as specifically described, and under the special terms and conditions set forth in Exhibit "A" attached hereto. Additionally, in order for Provider to better assist the City with updates regarding the Services, Provider shall (1) provide monthly progress reports to the City Manager and the City's Director of Government Relations, (2) be prepared at all times to obtain documentation and research materials for the City upon request, and (3) forward all required reports, upon request by the City, and those reports shall be in the number of copies as requested by the City at that particular instance.
- B. Provider represents and warrants to the City that: (i) it possesses and each of Provider's representatives possesses all required qualifications, valid State and local licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed (a) in the manner described in Exhibit "A", (b) for the budgeted amounts, rates, and schedules described in Section 5 Compensation below and in Exhibit "B", and (c) in a skillful and respectful manner; (v) each person executing this Agreement on behalf of Provider has been duly authorized to so execute the same and fully bind Provider as a party to this Agreement; and (vi) the quality of Provider's performance and all of Provider's interim and final product(s) and report(s) provided to or on behalf of the City shall be in conformance with best practices for national, state, and local standards.
- C. Provider's authorized Services Coordinator ("Coordinator") shall be Edgar Castro, or Designee. The City's authorized representative shall be City Manager Emilio T. González, with assistance from time to time as requested by the City Manager from the City's Director of Government Relations. Should the Coordinator deemed acceptable by the City leave Provider's firm for any reason, the City and Provider will work together regarding the consideration of an acceptable replacement to be proffered by Provider. City reserves the right to accept or reject any change of Coordinator and/or any other proposed Coordinators. Provider shall give at least thirty (30) days advance written notice to City of any intent to change the Coordinator. City shall have the right to receive pertinent information from Provider, and Provider shall provide such pertinent information, about the proposed individuals at the time of such notice of intent to change. In the event that Provider changes the Coordinator, it is the intent of the parties to this Agreement that the City should not be penalized by such change and Provider shall continue the Services in a manner consistent with this Agreement.
- D. Provider shall at all times provide fully qualified, competent, and capable employees to perform the Services under this Agreement. City may require Provider to remove any employee the City deems careless, incompetent, insubordinate, or otherwise objectionable

and whose continued services under this Agreement are not in the best interest of the City. Each of Provider's employees shall have and present proper identification and proper insurance coverage as reviewed by the City's Risk Management Department.

## **5. COMPENSATION**

- A. The total amount of compensation payable by the City to Provider shall in no event exceed Twenty Five Thousand Dollars (\$25,000.00) for this one (1) year term. The City shall not be liable for any costs, fees, expenses or charges beyond the stated total amount not to exceed of Twenty Five Thousand Dollars (\$25,000.00). The maximum amount of Twenty Five Thousand Dollars (\$25,000.00) for this one (1) year period shall be the limit of liability of the City for all fees, costs, reimbursable expenses, if any, and any other approved expenditure of Provider, its subcontractors, agents, or representatives, if any, relating to Provider's performance of the Services. The City and Provider agree that Provider's reasonable costs of regular U.S. mail, copies, and telephone, all without markup and at actual cost, related to the Services may be considered reimbursable expenses. Provider shall be responsible for its own additional expenses, and those of its subcontractors, agents, and representatives, including, but not limited to, business travel, lodging, state local lobbying registration or renewal fees, express mail costs, costs of preparing presentation materials needed to represent the City and similar related costs during the term of this Agreement.
- B. Provider shall bill and provide the City with monthly invoices for Services rendered, which shall be accompanied by sufficient supporting documentation and receipts and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed. Pursuant to the Florida Prompt Payment Act, the City shall make each payment for such documented invoices in arrears within forty-five (45) days after receipt of Provider's invoice for Services performed.
- C. Absent an amendment to this Agreement in conformance with the City's Procurement Ordinance, additional services and expenses are not included in this compensation and shall only be provided upon a written amendment entered into by the City and Provider in accordance with the City's Procurement Code.
- D. Provider agrees and understands that: (i) any and all subcontractors providing Services related to this Agreement shall be paid through Provider and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the Services related to this Agreement shall be borne solely by Provider.
- E. Neither Provider nor any of its employees nor its subcontractors shall perform any work unless duly authorized by the City Manager. Provider shall not be paid (i) for any work performed outside the Services set forth in Exhibit "A" of this Agreement; or (ii) for any work performed by any of Provider's employees or subcontractors not otherwise previously authorized by the City Manager.

## **6. OWNERSHIP OF DOCUMENTS**

Provider understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain the property of the City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by the City in its sole discretion. The City shall maintain and retain ownership of any and all documents which result upon the completion of the Services under this Agreement.

**7. AUDIT AND INSPECTION RIGHTS**

- A. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Provider under this Agreement and any extensions hereof, audit, or cause to be audited, or cause to be audited and inspected, those books, documents, papers, and records of Provider which are related to Provider's performance under this Agreement for the purpose of an audit, examination, excerpts, and transcripts. Provider agrees to maintain all such books, documents, papers, and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed. Provider's failure to adhere to or refusal to comply with this condition shall result in the immediate cancellation of this Agreement by the City.
- B. The City may, at any time during the term hereof, inspect, and observe Provider's work and undertake such inquiries and reviews as the City deems reasonably necessary to determine whether the Services required to be provided by Provider under this Agreement conform to the terms hereof. Provider shall make available to the City all reasonable facilities and assistance to facilitate the inquiries, reviews, and/or inspections by City representatives. All audits, inquiries, reviews, and inspections shall be subject to and made in accordance with the provisions of the Code of the City of Miami, Florida, as may be amended or supplemented from time to time.

**8. AWARD OF AGREEMENT**

Provider represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid or agreed to pay any person any fee, commission, percentage, brokerage fee or gift of any kind contingent upon or in connection with the award of this Agreement.

**9. PUBLIC RECORDS**

Provider understands that the public shall have access at all reasonable times to all documents and information pertaining to City contracts subject to the provisions of Chapter 119, Florida Statutes and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City. Provider shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled: "Contracts; public records."

**10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

Provider further agrees to include in all of Provider's agreements with employees and subcontractors for any Services related to this Agreement this provision requiring employees and subcontractors to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances as they may be amended from time to time.

#### **11. INDEMNIFICATION**

Provider shall indemnify, defend, release, and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or subcontractors (collectively referred to as "Provider"), regardless of whether it is or is alleged to be caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them; or (ii) the failure of the Provider to comply with any of the paragraphs herein or the failure of the Provider to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state in connection with the performance of this Agreement. Provider expressly agrees to indemnify, hold harmless, and release the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its subcontractors, as provided above for which the Provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Provider further agrees to indemnify, defend, release, and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, professional standards or requirement related directly or indirectly to Provider's performance under this Agreement, compliance with which is left by this Agreement to Provider; and (ii) any and all claims, and/or suits for Services and materials furnished by Provider or utilized in the performance of this Agreement or otherwise.

Provider shall hold harmless, defend, release, and indemnify the City for any errors in the provision of Services and for any fines which may result from the fault of Provider, its employees, agents, or subcontractors. Provider's obligations to indemnify, defend, release, and hold harmless the Indemnitees shall survive the termination of this Agreement.

Provider understands and agrees that any and all liabilities regarding the use of any subcontractor, agents, or representatives for Services related to this Agreement shall be borne solely by Provider throughout the duration of this Agreement and that this provision shall survive the termination of this Agreement.

## **12. DEFAULT**

If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder the City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances or other compensation paid by the City to Provider while Provider was in default shall be immediately returned to the City.

Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein then in addition to the foregoing, Provider shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement as well as all costs and expenses incurred by the City in the re-procurement of the Services including consequential and incidental damages.

## **13. RESOLUTION OF CONTRACT DISPUTES**

Provider understands and agrees that all disputes between Provider and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty Five Thousand Dollars (\$25,000.00), the City Manager's decision shall be approved or disapproved by the City Commission. Provider shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's written decision, approved by the City Commission if the amount of compensation hereunder exceeds Twenty Five Thousand Dollars (\$25,000.00), or (ii) a period of sixty (60) days has expired after submitting to the City Manager a detailed statement of the dispute accompanied by all supporting documentation, or ninety (90) days if the City Manager's decision is subject to City Commission approval; or (iii) the City has waived compliance with the procedure set forth in this section by written instruments signed by the City Manager.

## **14. CITY'S TERMINATION RIGHTS**

- A.** The City Manager shall have the right to terminate this Agreement in his/her sole discretion at any time by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, the City shall pay to Provider compensation for services rendered and reasonable reimbursable expenses incurred prior to the effective date of termination. In no event shall the City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
- B.** The City shall have the right to terminate this Agreement without notice to Provider upon the occurrence of an event of default hereunder. In such event the City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to the City all amounts received while Provider was in default under this Agreement.

## **15. INSURANCE**

- A.** Provider shall at all times during the term hereof maintain such types and amounts of insurance coverage(s) as may be required by the City as set forth in Exhibit "C" hereto. The Provider shall add the City of Miami as an additional named insured to its commercial general liability and auto policies and as a named certificate holder on all policies. Provider shall correct any insurance certificates as requested by the City's Risk Management Administrator. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage(s) shall be furnished to the City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, modified or changed during the performance of the Services under this Agreement without thirty (30) calendar days prior written notice to the City. Completed Certificates of Insurance shall be filed with the City prior to the performance of Services hereunder, provided however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with the City.
- B.** If, in the judgment of the City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind(s) or amounts, the City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind(s) previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.
- C.** Provider understands and agrees that any and all liabilities regarding the use of any of Provider's employees or any of Provider's subcontractors for Services related to this Agreement shall be borne solely by Provider throughout the term of this Agreement and that this provision shall survive the termination of this Agreement. Provider further understands and agrees that insurance for each employee of Provider and each subcontractor providing Services related to this Agreement shall be maintained in good standing and approved by the City Risk Management Administrator throughout the duration of this Agreement.
- D.** Provider shall be responsible for assuring that the insurance certificates required under this Agreement remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, Provider shall be responsible for submitting new or renewed insurance certificates to the City's Risk Management Administrator at a minimum of ten (10) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term of this Agreement and any extension thereof:

- (i) the City shall suspend this Agreement until such time as the new or renewed certificate(s) are received in acceptable form by the City's Risk Management Administrator; or
- (ii) the City may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from Provider in conjunction with the violation of the terms and conditions of this Agreement.

E. Compliance with the foregoing requirements shall not relieve Provider of its liabilities and obligations under this Agreement.

**16. NON-DISCRIMINATION**

Provider represents and warrants to the City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, disability, sexual orientation, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, disability, sexual orientation, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**17. MINORITY AND WOMEN BUSINESS AFFAIRS AND PROCUREMENT PROGRAM**

The City has established a Small and Disadvantaged Business Affairs and Procurement Program (the "SBE/SDBE Program"), as amended, designed to increase the volume of City procurement and contracts with small and disadvantaged businesses. Provider understands and agrees that the City shall have the right to terminate and cancel this Agreement, without notice or penalty to the City and to eliminate Provider from consideration and participation in future City contracts if Provider, in the preparation and/or submission of the Proposal, submitted false or misleading information as to its status as Black, Hispanic and/or Woman owned business and/or the quality and/or type of minority or woman owned business participation.

**18. ASSIGNMENT**

This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion through the City Manager.

**19. NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

Southern Strategy Group, Inc.

123 S. Adams  
Tallahassee, Florida 32301

With copies to:

TO THE CITY:

Emilio T. González  
City Manager  
444 S.W. 2<sup>nd</sup> Avenue, 10<sup>th</sup> Floor  
Miami, Florida 33130

Nikolas Pascual  
Director of Governmental Relations  
444 S.W. 2<sup>nd</sup> Avenue, 10<sup>th</sup> Floor  
Miami, Florida 33130

Victoria Méndez  
City Attorney  
444 S.W. 2<sup>nd</sup> Avenue, 9<sup>th</sup> Floor  
Miami, Florida 33130

## **20. MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial. Each party shall bear its own attorney's fees, expenses, and costs.
- B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable,

and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

- E. Provider shall comply with all applicable laws, rules and regulations in the performance of this Agreement, including, but not limited to, licensure and certifications required by law for such professional service providers.
- F. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

**21. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors or assigns.

**22. INDEPENDENT CONTRACTOR**

Provider has been procured and is being engaged to provide Services to the City as an independent contractor and not as an agent or employee of the City. In providing such Services, neither Provider nor Provider's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other joint relationship is hereby created. City does not extend to Provider nor to Provider's agents any authority of any kind to bind City in any respect whatsoever. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees.

Provider further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to the City under this Agreement. Provider further understands and agrees that Provider's or subcontractors' use or entry upon City properties shall not in any way change its or their status as an independent contractor.

**23. CONTINGENCY CLAUSE**

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

**24. FORCE MAJEURE**

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure

Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

**25. CITY NOT LIABLE FOR DELAYS**

Provider hereby understands and agrees that in no event shall the City be liable for or responsible to Provider or any subcontractor, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control.

**26. USE OF NAME**

Provider understands and agrees that the City is not engaged in research for advertising, sales promotion or other publicity purposes. Provider is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of this project and the name of the City. The Provider agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the City Manager or the City Commission.

**27. NO CONFLICT OF INTEREST**

Pursuant to City Code Section 2-611, as amended, regarding conflicts of interest, Provider hereby certifies to City that no individual member of Provider, no employee and no subcontractor under this Agreement nor any immediate family member of any of the same is also a member of any board, commission or agency of the City. Provider hereby represents and warrants to the City that throughout the term of this Agreement, Provider, its employees and its subcontractors will abide by this prohibition of the City Code.

Additionally, throughout the term of this Agreement, Provider represents and warrants that it shall not undertake any litigation or other adverse proceeding against the City on behalf of any other client of Provider.

Neither Provider, the Coordinator, nor Provider's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment and care related to Provider's performance under this Agreement.

**28. NO THIRD-PARTY BENEFICIARY**

No persons other than the Provider and the City (and their successors and assigns) shall have any rights whatsoever under this Agreement.

**29. SURVIVAL**

All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

**30. TRUTH-IN-NEGOTIATION CERTIFICATION, REPRESENTATION AND WARRANTY**

Provider hereby certifies, represents and warrants to City that on the date of Provider's execution of this Agreement and so long as this Agreement shall remain in full force and effect, the fee rates and schedules and other factual unit costs supporting the compensation to Provider under this Agreement are and will continue to be accurate, complete and current. Provider understands, agrees and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City determines the contract price of compensation hereunder was increased due to inaccurate, incomplete, or non-current fee rates and schedules and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of this Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

**31. COUNTERPARTS**

This Agreement may be executed in three (3) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

**32. INSURANCE REQUIREMENTS RIDER**

Attached as Exhibit "C" hereto and incorporated herein.

**33. REAFFIRMATION OF REPRESENTATIONS**

Provider hereby reaffirms all of the representations contained in its proposal for the Services.

**34. ENTIRE AGREEMENT**

This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

WITNESS/ATTEST:

**“PROVIDER”**

**Southern Strategy Group, Inc., a Florida profit corporation**



Print Name: Marina Lithgow

Print Name: Edgar Castro

Title: Office Manager

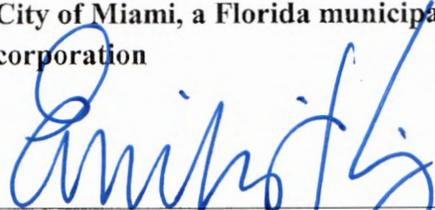
Title: Partner

(Corporate Seal)

ATTEST:

**“CITY”**

**City of Miami, a Florida municipal corporation**



Todd Hannon, City Clerk

Emilio T. González, City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Anne-Marie Sharpe, Director Risk Management Department

Victoria Méndez, City Attorney

## EXHIBIT "A" SERVICES

### **Scope of Work (State Lobbying Services)**

The Successful Proposer(s) must provide state governmental lobbying and consulting services as stipulated by the City.

Provider shall perform the following services:

- Communicate with the City Manager/Chief Administrator or his/her designee(s) on at least a weekly basis to review and analyze state government executive and legislative actions having a bearing on the City's fiscal and programmatic interests.
- Establish and maintain positive working relationships with the executive branch of the state government to enhance the City's position with respect to financial assistance, including reimbursements, applications, regulatory procedures, legislation, budget authorizations and appropriations, and other similar matters as needed.
- Integrate its efforts with the City Manager/Chief Administrator or his/her designee to assure a strong and consistent legislative program.
- Establish and maintain a fully functional office, if required, including, but not limited to, parking, phones, facsimile, copy machine, personal computer with appropriate software, as identified by the City, filing space for City staff or officials in the Tallahassee, Florida area, and provide clerical assistance for said staff or officials during session to ensure adequate coordination between Tallahassee, Florida and the City.
- Provide a full range of legislative counsel and advocacy services, including preparing weekly reports advising the City Manager/Chief Administrator of the current status of legislation during legislative sessions.
- Advise the City Manager/Chief Administrator on a timely basis of any issues, meetings, hearings, or legislative and administrative procedures of relevance to the City.
- Represent the City at meetings, hearings, or conferences, as requested.
- Be available on a twenty-four hour seven (7) day per week basis during the session, and immediately respond to any calls, pages, or emails by the City Manager/Chief Administrator or designated City Staff.
- Confer with the Mayor, City Commission, City Manager/Chief Administrator, City Attorney, and other City personnel, on an as needed basis, regarding strategic organizational planning, and program activities which have a bearing on the ability of the City to make the best use of

state programs, assistance, appropriations, and/or any other legislative, administrative or executive actions.

- Submit to the City an annual report of accomplishments concerning the Consultant's responsibilities.
- Assist in implementing the City's state legislative agenda.
- Assist in writing, interpreting and monitoring legislation and regulations.
- Assist in the drafting of legislation, amendments, report language, position papers, and testimony.
- Provide monthly written progress reports detailing the Services that have been rendered.
- Be prepared at all times to obtain documentation and research materials upon request.
- Forward all required reports upon request by the City, and those reports shall be in the number of copies as requested by the City at that particular instance.



---

9155 S DADELAND BLVD SUITE 1604 • MIAMI, FL 33156 • 305.421.6304 • SOSTRATEGY.COM

---

November 1, 2018

Mr. Nikolas Pascual  
Senior Advisor to the City Manager  
City of Miami  
3500 Pan American Drive  
Miami, FL 33133

Re: Proposal for Legislative Consulting Services

Dear Mr. Pascual:

Please accept this proposal from Southern Strategy Group of Miami, LLC (Southern Strategy Group), a Florida Limited Liability Company (tax id 27-0798190) for Executive Consulting Services for the City of Miami (City). In this proposal, Southern Strategy Group offers to provide the highest level of professional services in the advocacy of the City's state Executive branch program. We look forward to achieving extraordinary success in the City's priorities.

Southern Strategy Group is a full-service lobbying firm that was established in Tallahassee, Florida in 1999. With offices throughout Florida, including Miami, Tallahassee, Jacksonville, Orlando, and Tampa Bay, Southern Strategy Group has the largest lobbying firm in the state and has been referred to as **"the most powerful lobbying firm in Florida"** by a leading newspaper in Florida. Southern Strategy Group is the only firm in Florida with two dozen lobbyists who have held the highest staff positions in state and local government. We understand how and why decisions are made at every level of Florida government and use that knowledge to the benefit of our clients. Our Miami office is staffed by three lobbyist partners. From traffic to road construction and beautification, to renewable energy initiatives and sustainability, as well as affordable housing and storm water programs, we are keenly aware of the issues that City of Miami faces.

Due to our long history of service to government entities, Southern Strategy Group has the experience and expertise to assist the City in engaging with the executive and regulatory agencies who are vital in the implementation of appropriations or regulatory rule making. Southern Strategy Group is eager to act as your advocate, providing you with reliable representation and strategic direction to navigate the political landscape of Florida's Executive branch of government.

Edgar Castro from the Miami office of Southern Strategy Group will serve as your primary contact for this representation. Edgar Castro may be reached via telephone at 305.421.6304, cell 305-333-0649, or e-mail [castro@sostrategy.com](mailto:castro@sostrategy.com). The Miami office of Southern Strategy Group is located at 9155 S Dadeland Blvd. # 1604, Miami, FL 33156 and our mailing address is P.O. Box 10570, Tallahassee, FL 32302. The partners in our Miami office, working the combined talents of all our partners, will work

**EVERY** | **EVERY** | **POWERFUL**  
**INDUSTRY** | **INTEREST** | **ADVOCACY**  
**BEGINS HERE**

hard to deliver results for the City. Together, we will serve as an extension of your team to coordinate your priorities with the appropriate subject matter expert or team member at Southern Strategy Group.

In exchange for these services, City of Miami agrees to pay SSG a monthly retainer of \$2,083.33 beginning November 1, 2018 to October 31, 2019. SSG will send an invoice upon the execution of this agreement and payment is due by the end of the month. SSG will send an invoice on the first of each month for the current month's services and payment is due by the end of each month. All payments shall be remitted to P.O. Box 10570, Tallahassee, FL 32302. This agreement may be terminated by either party with 30 days written notice.

You have our commitment to represent the City in the most reliable and ethical manner. We look forward to your approval of this proposal and continuing to represent the City of Miami.

Sincerely,

A handwritten signature in black ink, appearing to read "Edg. Castro". The signature is written in a cursive, slightly slanted style.

Edgar O. Castro

## **EXHIBIT "B" COMPENSATION**

**Southern Strategy Group, Inc. for State Relations Services of the Executive Branch:**  
Annual Total Maximum amount for the period beginning November 1, 2018 and ending October 31, 2019 for a total not to exceed amount of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Compensation shall be fixed at Two Thousand Eighty Three Dollars and Thirty Three Cents (\$2,083.33) per month. The City shall not be liable for any costs, fees, expenses or charges beyond the total stated amount of compensation. The maximum of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) for the Term will be the limit of the liability of the City for all fees of the Provider, its subcontractors, agents or representatives, if any, and inclusive of costs, reimbursable expenses, if any, and any other approved expenditures relating to Provider's performance of the Services.

## **EXHIBIT "C" INSURANCE REQUIREMENTS-**

### **I. Commercial General Liability**

- A. Limits of Liability
  - Bodily Injury and Property Damage Liability
  - Each Occurrence \$ 1,000,000.00
  - General Aggregate Limit \$ 2,000,000.00
  - Products/Completed Operations \$ 1,000,000.00
  
- B. Endorsements Required
  - City of Miami listed as additional insured
  - Contingent & Contractual Liability
  - Premises and Operations Liability
  - Primary Insurance Clause Endorsement

### **II. Business Automobile Liability**

- A. Limits of Liability
  - Bodily Injury and Property Damage Liability
  - Combined Single Limit
  - Owned/Scheduled Autos
  - Including Hired, Borrowed or Non-Owned Autos
  - Any One Accident \$ 1,000,000.00
  
- B. Endorsements Required
  - City of Miami listed as an additional insured

### **III. Worker's Compensation**

Limits of Liability  
Statutory-State of Florida  
Waiver of Subrogation

Employer's Liability

- A. Limits of Liability
  - \$500,000.00 for bodily injury caused by an accident, each accident
  - \$500,000.00 for bodily injury caused by disease, each employee
  - \$500,000.00 for bodily injury caused by disease, policy limit

### **IV. Professional Liability/Errors and Omissions Coverage**

Combined Single Limit	
Each Claim	\$1,000,000.00
General Aggregate Limit	\$1,000,000.00
Retro Date Included	

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance with policy provisions.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

**The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by the City's Risk Management Department prior to insurance approval.**

