

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MIAMI BEACH, FLORIDA
AND
SOUTHERN STRATEGY GROUP OF MIAMI, LLC
FOR
STATE LEGISLATIVE CONSULTING SERVICES PURSUANT TO
REQUEST FOR QUALIFICATIONS 2017-242-WG**

This Professional Services Agreement ("Agreement") is entered into this 1st day of December, 2017, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **SOUTHERN STRATEGY GROUP OF MIAMI, LLC**, a Florida limited liability corporation, whose address is 999 Ponce De Leon Boulevard, PH Suite 1105, Coral Gables, FL 33134 ("Consultant").

**SECTION 1
DEFINITIONS**

- Agreement:** This Agreement between the City and Consultant, including any exhibits and amendments thereto.
- City Manager:** The chief administrative officer of the City.
- City Manager's Designee:** The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Office of the City Manager, Chief of Staff.
- Consultant:** For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.
- Services:** All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.
- Fee:** Amount paid to the Consultant as compensation for Services.
- Proposal Documents:** Proposal Documents shall mean City of Miami Beach Request for Qualifications No. 2017-242-WG for State Legislative Consulting Services, together with all amendments thereto, issued by the City in contemplation of this Agreement (the "RFQ"), and the Consultant's proposal in response thereto (the "Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the RFQ; and the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES

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

Although Consultant may be provided with a schedule of the available hours to provide its services, the City shall not control nor have the right to control the hours of the services performed by the Consultant; where the services are performed (although the City will provide Consultant with the appropriate location to perform the services); when the services are performed, including how many days a week the services are performed; how the services are performed, or any other aspect of the actual manner and means of accomplishing the services provided. Notwithstanding the foregoing, all services provided by the Consultant shall be consistent with the services described in Exhibit "A" and performed to the reasonable satisfaction of the City Manager. If there are any questions regarding the services to be performed, Consultant should contact the following person:

Marcia Monserrat, Chief of Staff
City of Miami Beach
Office of the City Manager
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139

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

SECTION 3
TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, and shall have an initial term of two years, with two (2) additional one (1) year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Consultant with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

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

SECTION 4

FEE

4.1 In consideration of the Services to be provided, the City shall pay Consultant a total annual fee, in an amount not exceed \$107,254.92 (the "Fee").

4.2 The Fee shall be paid in equal monthly installments of \$8,937.91, beginning on December 31, 2017, and ending on December 31, 2018. The monthly installments shall become payable upon execution of this Agreement. The parties hereby acknowledge and agree that any payments to Consultant due under this Agreement shall be made by the City to Southern Strategy Group of Miami, LLC. It shall be the sole responsibility of Southern Strategy Group of Miami, LLC to distribute any such payments to Ronald L. Book, P. A. the firm hereunder, listed as the Sub-consultant.

4.3 FLORIDA LOBBYING FEE DISCLOSURE

Under Section 112.3215, Florida Statutes, lobbying firms in Florida are required, on a quarterly basis, to publicly disclose fees billed or received from clients for lobbying efforts at the state level. The law mandates that lobbying firms allocate fees between lobbying and non-lobbying services, legislative and executive branch lobbying, and lobbying performed by the firm that occurred at other levels of government.

4.4 The City shall reimburse Southern Strategy Group of Miami, LLC the one-time \$25.00 registration fee for up to seven (7) lobbyists for a total cost not to exceed \$175.00.

4.5 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Finance Department
City of Miami Beach
1700 Convention Center Drive, 3rd Floor
Miami Beach, FL 33139

Payments to the Consultant shall be submitted to the following Address:

Edgar Castro, Partner
Southern Strategy Group of Miami, LLC
P.O. Box 10570
Tallahassee, FL 32302

SECTION 5

TERMINATION

5.1 TERMINATION FOR CAUSE

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

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

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

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

5.3 TERMINATION FOR INSOLVENCY

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

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the Consultant's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

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

6.2 INSURANCE REQUIREMENTS

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of \$1,000,000;
2. Consultant Professional Liability, in the amount of \$1,000,000; and
3. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.
4. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Consultant specimen copies of the

insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

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

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

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

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

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

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

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of the \$10,000.00. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$10,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

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

SECTION 9
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT;
AND CONFIDENTIAL FINDINGS**

9.1 DUTY OF CARE

With respect to the performance of the work and/or service contemplated herein, Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the work and/or services, Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Consultant, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Consultant or its employees or sub-consultants, without the prior written consent of the City Manager.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

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

10.2 [INTENTIONALLY DELETED]

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void. Notwithstanding the foregoing Consultant shall be permitted to subcontract, assign, or transfer any portion of the work and/or services under this Agreement to Ronald L. Book, P. A., a Florida for profit corporation, whose address is 18851 N.E. 29th Avenue, Suite 1010, Aventura, FL 33180; provided, however, that Consultant assumes the primary responsibility for the coordination and performance of the Services pursuant to this Agreement

10.4 PUBLIC ENTITY CRIMES

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

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Consultant shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Consultant shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

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

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

10.6.1 Lobbying of City Officer or Staff Member. Section 2-485.2 of the City Code of the City of Miami Beach, Florida, prohibits a lobbyist retained by the City from lobbying any City officer or staff

member on behalf of a third party during the term if this Agreement.

10.7 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Consultant shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Employer.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (D) **REQUEST FOR RECORDS; NONCOMPLIANCE.**
 - (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (2) Consultant's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
 - (3) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.
- (E) **CIVIL ACTION.**
 - (1) If a civil action is filed against a Consultant to compel production of public records

relating to the City's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees, if:

- a. The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the City and to the Consultant.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Consultant at the Consultant's address listed on its contract with the City or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411**

**SECTION 11
NOTICES**

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

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

TO CONSULTANT: Edgar Castro, Partner
Southern Strategy Group of Miami, LLC
P. O. Box 10570
Tallahassee, FL 32302

TO CITY:

Marcia Monserrat, Chief of Staff
City of Miami Beach
Office of the City Manager
1700 Convention Center Drive, 4th Floor
Miami Beach FL 33139

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

Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

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

12.2 SEVERABILITY

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

12.3 ENTIRETY OF AGREEMENT

The City and Consultant agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

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

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: [Signature]
City Clerk

[Signature]
Mayor

Date: 11/22/18



FOR CONSULTANT:

SOUTHERN STRATEGY GROUP OF MIAMI, LLC

ATTEST:

By: [Signature]

[Signature]

Kenn M. Cabrera Partner
Print Name and Title

Nelson Diaz Partner
Print Name and Title

Date: 1/4/18

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] For 11/3/18
City Attorney Date

EXHIBIT "A"

**TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND THE FIRMS
SOUTHERN STRATEGY GROUP OF MIAMI, LLC
FOR
STATE LEGISLATIVE CONSULTING SERVICES PURSUANT TO
REQUEST FOR QUALIFICATIONS 2017-242-WG**

SCOPE OF SERVICES

1. OBLIGATIONS OF THE CONSULTANT

In addition to the services generally provided by Consultant as set forth in Consultants proposal, Consultants shall specifically include the following services:

- A. Confer with the City on all organizational planning and program activity which has a bearing on the ability of the City to make the best use of State programs.
- B. Maintain liaison with the City's legislative delegation and assist in any matter which the City determines to be in its best interest.
- C. Counsel the City regarding appearances by City personnel before State of Florida and State administrative agencies and will assist the City and its personnel in negotiations with administrative agencies concerning City projects requiring State assistance and cooperation.
- D. Assist the City in review of executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other developments for the purpose of advising the City of those items mutually agreed upon that may have a significant bearing on the City's policies or programs.
- E. Communicate and coordinate with other lobbyists representing interests which are consistent with those of the City in obtaining the goals and objectives of the City.
- F. Assist in contacting State agencies on the City's behalf when City funding applications are under consideration by such agencies.
- G. Provide monthly reports on the first day of each month detailing activities and legislative services provided on behalf of and for the benefit of the City in the previous month.
- H. Provide interim reports on an as needed basis addressing matters of City involvement, concerns, interest and particular projects identified for pursuance on behalf of the City.
- I. Review, identify and monitor state legislative, executive, and regulatory policy changes or developments for the purpose of advising the City on those items which may have a significant bearing on City policies, funding, and programs.

ATTACHMENT A

**RESOLUTION COMMISSION ITEMS AND COMMISSION
MEMORANDUM**

RESOLUTION NO. 2017-30075

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2017-242-WG, FOR STATE LEGISLATIVE CONSULTING SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH SOUTHERN STRATEGY GROUP OF MIAMI, LLC; FURTHER, SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH SOUTHERN STRATEGY GROUP OF MIAMI, LLC, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH RUTLEDGE ECENIA, P.A.; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, on January 11, 2017 the Commission voted to terminate the agreement with Corcoran & Associates, Inc. for convenience; and

WHEREAS, at the April 26, 2017 Commission meeting, staff was directed to issue a new RFQ to retain a new state legislative consulting firm; and

WHEREAS, on July 26, 2017, the Commission approved the issuance of RFQ 2017-242-WG for State Legislative consulting Services; and

WHEREAS, on July 27, 2017, (RFQ) No. 2017-242-WG for State Legislative Consulting Services was issued; and

WHEREAS, on August 29, 2017, the City received proposals from Rutledge Ecenia, P.A.; Colodny Fass P.L.L.C.; and Southern Strategy Group of Miami, LLC; and

WHEREAS, the Evaluation Committee appointed by the City Manager, pursuant to LTC No. 453-2017, convened on October 6, 2017, to consider the responsive proposals received; and

WHEREAS, the Evaluation Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law, general information on the scope of services and a copy of each proposal; and

WHEREAS, the Evaluation Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

WHEREAS, after reviewing the qualifications of each firm, and having considered the Evaluation Committee's comments and rankings, the City Manager recommends that the Administration be authorized to enter into negotiations with Southern Strategy Group of Miami, LLC; and if unsuccessful in negotiating an

agreement with Southern Strategy Group of Miami, LLC, that the Administration be authorized to enter into negotiations with Rutledge Ecenia, P.A.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission accept the recommendation of the City Manager, pursuant to Request for Qualifications No. 2017-242-WG, for State Legislative Consulting Services; authorize the Administration to enter into negotiations with Southern Strategy Group of Miami, LLC; further, should the Administration not be successful in negotiating an agreement with Southern Strategy Group of Miami, LLC, authorize the Administration to enter into negotiations with Rutledge Ecenia, P.A.; and further authorize the Mayor and City Clerk to execute an Agreement upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this 31 day of October 2017.

ATTEST:



RAFAEL E. GRANADO, CITY CLERK

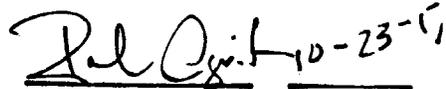


PHILIP LEVINE, MAYOR

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney RAT Date

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: October 31, 2017

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2017-242-WG, FOR STATE LEGISLATIVE CONSULTING SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH SOUTHERN STRATEGY GROUP OF MIAMI, LLC; FURTHER, SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH SOUTHERN STRATEGY GROUP OF MIAMI, LLC, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH RUTLEDGE ECENIA, P.A.; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On January 11, 2017 the Commission voted to terminate the agreement with Corcoran & Associates, Inc. for convenience. At the April 26, 2017 meeting Commission authorized the issuance of a new RFQ to retain a new state legislative consulting firm.

RFQ PROCESS

On July 27, 2017, (RFQ) No. 2017-242-WG for State Legislative Consulting Services was issued. RFQ responses were due and received on August 29, 2017. The City received proposals from the following firms: Rutledge Ecenia, P.A., Colodny Fass P.L.L.C. and Southern Strategy Group of Miami, LLC.

The Evaluation Committee appointed by the City Manager pursuant to LTC# 453-2017 convened on October 6, 2017, to consider the responsive proposals received. The Committee was comprised of Judy Hoanshelt, Division Director, Grants Management Division, Office of Budget and Performance Improvement, City of Miami Beach, Marcia Monserrat, Chief of Staff, Office of the City Manager, City of Miami Beach, and Elizabeth Wheaton, Chief of Staff, Office of the Mayor and City Commission, City of Miami Beach.

The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services and a copy of each proposal. The Committee was

instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The evaluation process resulted in the ranking of proposers as indicated in Attachment A. A brief description of each proposer, as provided in their response to the RFQ, follows.

Southern Strategy Group of Miami, LLC

According to the information contained in its proposals, Southern Strategy Group is a full-service lobbying firm that was established in Tallahassee, Florida in 1999, with offices throughout Florida in Tallahassee, Jacksonville, Orlando, Tampa Bay, and Miami. They understand how and why decisions are made at every level of Florida government and use that knowledge to the benefit of their clients. Their Tallahassee office is staffed by 13 full-time lobbyists, as well as two full-time and four part-time administrative staff. Their Miami office is staffed by three full-time lobbyists and one fulltime office administrator who spend a great deal of their time in South Florida. From transportation to infrastructure, to stormwater issues as well as economic development, they are keenly aware of the issues that the City faces. Their team includes the services of Ronald L. Book, P.A. considered one of the premier lobbying firms in the State, with unparalleled experience in the appropriations process. Established in 1987, the firm specializes in government affairs, and offers a powerful combination of talent and experience with a proven track record of success before the legislative and executive branches of Florida government.

Rutledge Ecenia, P.A.

According to the information contained in its proposals, the attorneys of Rutledge Ecenia have extensive expertise in practicing before state agencies, the Division of Administrative Hearing, state and federal courts, and the legislative and Executive Branches of Government. They are committed to excellence in regulatory affairs and litigation and seek to ensure that their services are provided in a cost-effective and efficient manner, pursuing their clients' litigation objectives with focused determination, while striving to achieve beneficial resolutions through settlements and alternative dispute resolution when such approaches best serves their clients' needs.

Colodny Fass P.L.L.C.

The legislative and executive team of Colodny Fass possesses the bi-partisan contacts and access to legislative and executive leadership of the State of Florida to successfully and consistently advocate for diverse policy issues and cultivate bipartisan relationships with legislators statewide. Colodny Fass has worked with virtually every aspect of the City's legislative agenda in all realms of government, and is highly experienced and ready to represent Miami Beach and its interests before Florida's Legislature, Executive Branch and regulatory agencies.

CONCLUSION

I have reviewed each firms' submissions and the results of the Evaluation Committee process. In doing so, I find that the Evaluation Committee has unanimously ranked Southern Strategy Group of Miami, LLC, as the top-ranked firm responding to the RFQ. I commend each firm for its proposal and acknowledge each firms excellent qualifications in the field of governmental consulting services. However, I do concur with the evaluation committee's determination and, after reviewing Southern's, the top-ranked firm's, proposal and qualifications, I find that this firm has documented exceptional qualifications, including (but not limited to):

- its expertise relating to transportation, infrastructure, stormwater and economic development projects;
- a broad range of bipartisan contacts in the legislative and executive branches of state government.

Therefore, I recommend that the City Commission approve the Resolution authorizing the Administration to enter into negotiations with Southern Strategy Group of Miami, LLC; and if unsuccessful in negotiating an agreement with Southern Strategy Group of Miami, LLC, that the

Administration be authorized to enter into negotiations with Rutledge Ecenia, P.A.; and further authorize the Mayor and City Clerk to execute an Agreement upon conclusion of successful negotiations by the Administration.

FINANCIAL INFORMATION

Grant funding will not be utilized for this project.

Legislative Tracking

Office of the Mayor and Commission/Procurement

ATTACHMENTS:

Description

- ▣ Attachment A
- ▣ Resolution