PROFESSIONAL SERVICES AGREEMENT FOR STATE LOBBYING SERVICES

CONTRACT 2016-47

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Tony Lama
Councilmember Timothy Daubert
Councilmember Nelson Hernandez
Councilmember Luis Collazo
Councilmember Ceasar Mestre
Councilmember Nelson Rodriguez

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Exhibit 1

This Agreement made this **27** day of **January** in the year **2017** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Southern Strategy Group of Miami, LLC, a limited liability corporation organized and existing under the laws of the State of Florida, having its principal office at 999 Ponce de Leon Blvd, Suite 1105, Coral Gables, FL 33134, hereinafter called the "Consultant."

RECITAL

A. The Town issued a Request for Proposals ("RFP") 2016-47 on September 12, 2016 for the provision of professional services for State Lobbying Services ("Services") and Consultant's proposal ("Proposal"), in response thereto, was selected as the most qualified for the provision of said Services. The RFP and the Proposal, as may have been modified through addenda or negotiations, are expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the Town, through action of the Town Manager and/or the Town Commission, as applicable, has selected the Consultant in accordance with the applicable provisions of the Town Procurement Ordinance, to provide the professional services as described herein.

NOW THEREFORE, the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A GENERAL TERMS AND CONDITIONS

Article A1 Definitions

A1.01 ***Additional Services*** means any Work defined as such in this Agreement, secured in compliance with this Agreement and the Town's Procurement Code.

A1.02 ***Attachments or Exhibit*** mean any attachments to this Agreement which are attached to this Agreement and made part of the Agreement or are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

A1.03 ***Consultant*** means the individual, partnership, corporation, association, Team, or any combination thereof, of properly registered licensed and registered professionals, which has entered into the Agreement to provide professional services to the Town.

A1.04 ***Contract Manager*** means an employee or representative of the Town assigned by the Town Manager to manage and monitor the Services to be performed under this

Agreement. The Project Manager shall be the Town Manager unless the Town Manager otherwise provides written notification to the Consultant.

A1.05 ***Fee or Compensation*** means the amount of compensation mutually agreed upon for performing the Services or any Additional Services.

A1.06 ***Professional Services*** means those services within the scope of the practice of lobbying services in connection with his or her professional employment or practice. These services may be abbreviated herein as "Services" or "Professional Services", as applicable, which are within this definition.

A1.07 ***Scope of Services or Services*** means a comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones required for the completion of Project with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.

A1.08 ***Subconsultant*** means a person or organization of properly registered professional architects, engineers, registered surveyor or mapper, and/or other professional specialty that has entered into a written agreement with the Consultant to furnish specified professional services for the Project.

A1.09 ***Team*** means more than one firm who entered into a Teaming Agreement, as defined in the RFP who were awarded the Agreement and who serve as the Subconsultant.

A1.10 ***Town Council*** means the legislative body of the Town of Miami Lakes.

A1.11 ***Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

A1.12 ***Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the Owner of the Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to Town's authority as a governmental body and shall not be attributable in any manner to Town as a party to this Agreement. The Town of Miami shall be referred to herein as "Town". For the purposes of this Agreement, "Town" without modification shall mean the Town Manager.

A1.13 ***Work Order*** means a document approved and issued by the Town authorizing the performance of specific Additional Services.

A1.14 ***Work Order Proposal*** means a document prepared by the Consultant, at the request of the Town for Additional Services to be provided by the Consultant.

ARTICLE A2 General Conditions

A2.01 Term

The term of this Agreement shall be for three (3) years commencing on the effective date of the Agreement. Should the term of the Agreement expire during a legislative session the Project

Manager shall have the authority to extend the Agreement to remain in effect until the end of the legislative session.

The Town, by action of the Town Manager, shall have the option to extend the term for two (2) additional period(s) of one (1) year each, subject to continued satisfactory performance as determined by the Town Manager, and to the availability and appropriation of funds. Town Council authorization of this Agreement includes delegation of authority to the Town Manager to administratively approve said extensions.

A2.02 Scope of Services

Consultant agrees to provide the Services as specifically described and set forth in Section B and any Work Order issued under this Agreement.

A2.03 Compensation

A2.03-1 Compensation Limits

The amount of compensation payable by the Town to Consultant for the Services shall be a monthly payment, based on Form PP, as may have been amended during negotiations, which shall cover all costs incurred by the Consultant in the provision of the Services; provided, however, that in no event shall the amount of compensation exceed forty eight thousand dollars ($48,000.00) per year or one hundred fifty thousand dollars ($150,000.00) in total over the term of the Agreement, unless explicitly approved by action of the Town Council or Town Manager as applicable and put into effect by written amendment to this Agreement.

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

A2.03-2 Payments

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

Article A3 Performance

A3.01 Performance and Delegation

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

A3.02 Removal of Unsatisfactory Personnel

The Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant, or any Subconsultants or any personnel of any such Subconsultants engaged by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant shall respond to

Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by Consultant. Such request shall solely relate to said employees work under this Agreement.

A3.03 Consultant Key Staff

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

Note: Upon award and during the term of the Agreement, if the firm chooses to assign different personnel to the project, the firm must submit their names and qualifications, resume or curriculum vitae, including information listed below to the Town for approval before the personnel begins work.

- Length of employment with firm;
- Areas of specialization;
- Professional affiliations;
- Knowledge of, and expertise with State and Local issues;
- Years and statement of other types of clientele;
- Describe how you would structure the working relationship with the Town.
- Describe protocol/mechanisms that would be established to ensure timeliness of response to Town staff.
- Define the standard time frames for response by staff to direction and or inquiry from the Town Manager.
- Describe protocol/mechanisms that would be established for monthly reporting of status of projects and requests.
- Describe the preferred method for transmittal of requests and other material from the Town.
- Explain your understanding of the current financial situation facing the Town from a State funding perspective.

A3.04 Time for Performance

The Consultant agrees to start all Services hereunder upon receipt of an executed Agreement. Time is of the essence with respect to performance of this Agreement.

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

A3.05 Standard of Care

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant shall perform the Services, in accordance with best industry practices. Consultant shall be responsible for the professional quality, accuracy and coordination of all Services furnished by the Consultant under this Agreement. Consultant shall also be liable for claims for deficient or ineffective Services that have any adverse impact on the Town.

ARTICLE A4 SUBCONSULTANTS

A4.01 General

A Subconsultant, as defined in Article A1.08, is a firm that was identified as part of the consulting team in the competitive selection process by which Consultant was chosen to perform the services under this Agreement, and as such, is identified and listed in Section D.

A4.02 Subconsultant Relationships

A4.02-1 All Services provided by the Subconsultants shall be performed pursuant to appropriate written agreement(s) between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the Town under this Agreement.

A4.02-2 Nothing contained in this Agreement shall create any contractual or business relationship between the Town and the Subconsultants. The Consultant acknowledges that Subconsultants are entirely under its direction, control, supervision, retention and/or discharge.

A4.03 Changes to Subconsultants

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

ARTICLE A5 TEAM (If Applicable)

A Team, as defined in Article A1.09, is a firm that was identified as part of the consulting Team in the competitive selection process by which Consultant was chosen to perform the services under this Agreement, and as such, is identified and listed in Section D.

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

ARTICLE A6 DEFAULT

A6.01 General

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

default shall be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, Consultant shall be liable to the Town for all expenses incurred by the Town in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the Town in the re-procurement of the Services, including consequential and incidental damages. In the event of default, Town may also suspend or withhold reimbursements from Consultant until such time as the actions giving rise to default have been cured.

A6.02 Conditions of Default

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

A6.02-1 Consultant fails to obtain or maintain the insurance or bonding as may be required herein.

A6.02-2 Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.

A6.02-3 Consultant fails to commence the Services within the time provided or contemplated herein, or fails to complete the Services in a timely manner as required by this Agreement.

A6.03 Time to Cure Default; Force Majeure

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

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

ARTICLE A7 Termination of Agreement

A7.01 Town's Right to Terminate

The Town, including the Town Manager, has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, any work product, including all electronic copies related to Services authorized or provided under this Agreement, whether finished or not, must be turned over to the Town Manager. The Consultant shall be paid an applicable pro-rated portion of the compensation due the Consultant, provided that said documentation is turned over to Town Manager within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to

withhold any payments due without recourse by Consultant until all documentation is delivered to the Town Manager or designee.

Consultant shall have no recourse or remedy from a termination made by the Town except to retain the fees earned compensation for the Services that was performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the Town, its officials or employees.

A7.02 Consultant's Right to Terminate

The Consultant shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within sixty (60) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

A7.03 Termination Due to Undisclosed Lobbyist or Agent

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

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

Article A8 Documents and Records

A8.01 Ownership of Documents

All tracings, plans, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above shall become the property of the Town upon payments made to Consultant or termination of this Agreement without restriction or limitation on their use, and will be made available, on request, to Town at any time during the performance of such services and/or upon completion or termination of this Agreement. Consultant shall not copyright any material and products or patent any invention developed under this Agreement. The Town shall have the right to visit the site for inspection of the work and the products of Consultant at any time. The Consultant shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the Town's use and occupancy of the Project.

A8.02 Delivery upon Request or Cancellation

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

A8.03 Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, Subconsultants and subcontractors to comply with the provisions of this paragraph.

A8.04 Maintenance of Records

All records, data, specifications, and documentation prepared by the Consultant under this Agreement are the property of the Town.

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with statute. Otherwise, the records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity shall be conducted only during normal business hours.

Article A9 Proprietary or Confidential Information

The Consultant acknowledges and accepts that, in performance of the Services under the terms of this Agreement, the Consultant may have access to proprietary data or confidential information that may be owned or controlled by the Town. The Consultant agrees that all proprietary data or confidential information provided or otherwise disclosed by the Town to the Consultant shall be held in confidence and used only in the performance of the Consultant's obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent consultant would to protect the Consultant's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the Town, provided to or made available to the Consultant by the City subject to a confidentiality agreement or notice of confidentiality, or used by the Town under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

A9.01 Use of Proprietary Data or Confidential Information

Except as expressly provided by the terms of this Agreement and subject to the prior written authorization of the Town Manager, the Consultant agrees that the Consultant shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any

other person, party or entity in any form or media for any purpose other than performing the Consultant's obligations under this Agreement. The Consultant further acknowledges that by providing this proprietary data or confidential information, the Town is not granting to the Consultant any right or copy or license to use such data or information except as provided in this Agreement.

A9.02 Employees, Team Members, and Subconsultants

The Consultant shall inform the Consultant's employees and officers, Team members, and Subconsultants of the obligations under this Agreement, and all requirements and obligations of the Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement. The Consultant shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by nondisclosure and confidentiality provisions at least as strict as those contained in this Agreement.

Article A10 Indemnification

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

Article A11 Insurance

The Consultant shall not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance. Nothing herein shall be construed to extend the Town of Miami Lakes' liability beyond that provided in section 768.25, Florida Statutes.

A11.01 Companies Providing Coverage

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

A11.02 Verification of Insurance Coverage

The Consultant shall furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. Consultant shall maintain coverage with equal or better rating as identified herein for the term

of this Agreement. Consultant shall provide written notice to the Town Manager of any material change, cancellation and/or notice of non-renewal of the insurance within thirty (30) days of the change. Consultant shall furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A11.03 Forms of Coverage

A11.03-1 Commercial General Liability and Automobile Liability

The Consultant shall maintain commercial general liability coverage with limits of at least $1,000,000 per occurrence, $2,000,000 aggregate for bodily injury and property damage. The coverage shall include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements as applicable. The coverage shall be written on a primary and non-contributory basis with the Town listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read thirty (30) days/ ten (10) days for nonpayment.

A11.03-2 Business Automobile

The Consultant shall provide business automobile liability coverage including coverage for all owned, hired and non-owned autos with a minimal combined single limit of $1,000,000 naming the Town as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

A11.03-3 Professional Liability Insurance

The Consultant shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of $500,000 per claim, $500,000 aggregate providing for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of the services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance shall be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement.

A11.03-4 Worker's Compensation Insurance

The Consultant shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employer's Liability with a minimum limit of $500,000 each occurrence.

A11.03-4 Subconsultant Compliance

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

A11.04 Subconsultants

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

A11.05 Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Consultant in accordance with Article 11.06 herein. Consultant shall comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from Town accompanied by justification.

Article A12 Miscellaneous

A12.01 Audit Rights

The Town reserves the right to audit the Consultant's accounts during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

A12.02 Entire Agreement

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

A12.03 Successors and Assigns

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

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

The Consultant and the Town each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

A12.04 Applicable Law and Venue of Litigation

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this

Agreement, or arising out of this Agreement, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town where Consultant shall pay the Town's reasonable attorney's fees.

A12.05 Notices

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

For Town of Miami:
Alex Rey
Town Manager
6601 Main Street
Miami Lakes, FL 33014
reya@miamilakes-fl.gov

With a copy at the same address to:
Procurement
procurement@miamilakes-fl.gov

For Consultant:
Edgar Castro
Partner
999 Ponce de Leon Blvd
Suite 1105
Coral Gables, FL 33134
castro@sostrategy.com

With a copy to:
Southern Strategy Group of Miami, LLC
PO Box 10570
Tallahassee, FL 32302

A12.06 Interpretation

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

Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

A12.07 Joint Preparation

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

A12.08 Priority of Provisions

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

A12.9 Mediation - Waiver of Jury Trial

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

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

A12.10 Time

Time is of the essence in this Agreement.

A12.11 Compliance with Laws

Consultant shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The Consultant represents and warrants that there shall be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

A12.11-1 Non-Discrimination

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

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

A12.11-2 OSHA Compliance

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

A12.11-3 ADA Compliance

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

A12.12 No Partnership

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

A12.13 Discretion of Town Manager

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

A12.14 Resolution of Disputes

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

The initial step shall be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A12.05, Notices. Consultant shall, within five (5) calendar days of the initial notification, all supporting documentation to the Procurement Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said documentation the Procurement Manager shall review the issues relative to the dispute and issue a written finding.

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

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation

require approval or disapproval by the Town Council Consultant shall not be entitled to seek judicial relief unless:

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

A12.15 Third Party Beneficiary

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

A12.16No Estoppel

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

Where the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable under this Agreement.

A12.17Funding Availability

Funding for this Agreement is contingent on the availability of Town funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon ten (10) days' notice.

A12.18 Background Checks

The Consultant shall be responsible for maintaining current background checks, in accordance with the Town's criminal background check policy, Administrative order #07-01, on all employees, Team members, and Subconsultants employees involved in performing any Services under this Agreement. Background checks shall be performed prior to the performance of any Services by the individual under this Agreement. Written verification of any background check must be provided to the Project Manager yearly or when the individual is hired, or at any time as request by the Project Manager.

END OF SECTION

SECTION B SCOPE OF SERVICES

The Scope of Services as stated In the RFP as may have been amended through negotiations prior to award of the Agreement have been incorporated into and made a part of this Agreement in the Recitals section of this Agreement, shall be provided under this Agreement.

END OF SECTION

SECTION C COMPENSATION AND PAYMENTS

Article C1 Compensation Limits

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the Consultant payable by the Town under this Agreement shall be limited to the amount specified in Section A2.03 as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the Town have any liability for work performed, or as otherwise may be alleged or claimed by Consultant, beyond the cumulative amount provided herein, except where specifically approved in accordance with the Town Code by the Town Manager or Town Commission as applicable as an increase to the Agreement and put into effect via an Amendment to this Agreement.

Article C2 Consultant Not To Exceed

Absent an amendment to the Agreement or to any specific Work Order, the maximum fee(s) or stated for compensation shall not be exceeded. In the event they are so exceeded without the prior written approval of the Town Manager, the Town shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

Article C3 Additional Services Fee Structure

C3.01 Work Orders

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

C3.02 Lump Sum

Compensation for Additional Services shall be a Lump Sum, with either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town, to be mutually agreed upon in writing by the Town and the Consultant and stated in a Work Order. Lump Sum and Lump Sum not to Exceed methods of compensation are the preferred methods of compensation.

C3.02-1 **Lump Sum Fixed Fee**: shall be the total amount of compensation to be paid to the Consultant for the Services performed on a specific Project, or phase or task under a Work Order. Payments to the Consultant shall be based on a percentage of completion basis.

C3.02-3 **Lump Sum Not to Exceed Fee** shall establish the maximum amount of compensation to be paid to the Consultant for the Services performed on a specific Project, or phase, or task under a Work Order. Payments to the Consultant shall be based on the actual work effort required to complete the Project, phase or task.

C3.02-3 **Guaranteed Maximum Lump Sum**: shall be the total maximum fee amount payable by Town wherein certain aspects, tasks or allowances may not be defined, quantified and calculated at the time of Work Order issuance. A Guaranteed Maximum Lump Sum compensation may represent a combination of Fixed Fees for professional services and not to exceed allowances for any Reimbursable Expenses

C3.03 Reimbursable Expenses

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

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

END OF SECTION

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

WITNESS/ATTEST

Adria Cavany

Signature

Adria Cavany, COO

Print Name, Title

Consultant, Southern Strategy Group of Miami, LLC

Signature

Edgar Castro

Print Name

Partner

Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Consultant Secretary
(Affirm Consultant Seal, if available)

ATTEST:

Gina Inguanzo, Town Clerk

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

Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Town Attorney

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____, day of _____, 20____.

Secretary: _____

Print: _____

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of Southern Strategy Group of Miami, LLC a partnership organized and existing under the laws of the State of Florida, held on the 13 day of Dec., 2016 a resolution was duly passed and adopted authorizing (Name) Edgar Castro as (Title) Partner of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 13, day of December, 2016.

Partner: _____

Print: Nelson Diaz

CERTIFICATE OF AUTHORITY
(IF A Team)

Teams must submit their teaming agreement indicating that the person signing this Proposal is authorized to sign Proposal documents on behalf of the Team and submit the appropriate Certificate of Authority

CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name)_____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

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NOTARIZATION

STATE OF Florida)

) SS:

COUNTY OF Leon)

The foregoing instrument was acknowledged before me this 13 day of December, 2016, by Nelson Diaz, who is personally ~~known to me~~ or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

SUSAN BAXTER
MY COMMISSION # FF 240041
EXPIRES: June 14, 2019
Bonded Thru Notary Public Underwriters

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

T

SECTION D

Form SC – SUBCONSULTANTS/TEAM

FIRM NAME	CONSULTING FIELD
Sun City Strategies	

Form KS – KEY STAFF

NAME	JOB CLASSIFICATION
Edgar Castro	
Nelson Diaz	
Jerry McDaniel	
Eduardo Gonzalez for Sun City Strategies	