

Professional Services Agreement for State Lobbying Services

2020-09



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano
Councilmember Josh Dieguez
Councilmember Luis Collazo
Councilmember Carlos Alvarez

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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THIS AGREEMENT made this 17th day of March _____ in the year 2020 ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and The Southern Group, hereinafter called the "Consultant," having a principal office at 9155 S. Dadeland Blvd Ste. 1604, Miami, FL 33156

RECITALS

WHEREAS the Town has requested the Consultant to provide State Lobbying Services ("Services").

WHEREAS, the Consultant has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A. GENERAL TERMS & CONDITIONS

A1. Definitions

- a. **Agreement** means this instrument, as may be amended from time to time, all change orders, directives, payments and other such documents issued under or in connection with this instrument.
- b. **Additional Services** means any Services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- c. **Attachments** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- d. **Basic Services** means those services designated as such in the Agreement.
- e. **Change Order** means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- f. **Consultant** means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.
- g. **Cure** means remedial action taken by the Consultant to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.
- h. **Cure Period** means the period of time in which the Consultant is required to remedy deficiencies in the Services or compliance with the Agreement after receipt of a Notice to Cure from the Town identifying such deficiencies.
- i. **Days** means calendar days unless specifically stated otherwise.
- j. **Errors** means Services or work product prepared by the Consultant that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- k. **Fee** means the amount of compensation mutually agreed upon for the completion of Basic Services as determined in accordance with Article A.2.c.i. Fee Amount.

- l. **Project Manager*** means the Town’s designee who will manage and monitor the Services to be performed under this Agreement.
- m. **Scope of Service(s)/Work*** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- n. **Services or Work*** mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Scope of Service(s)/Work.
- o. **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.
- p. **Town Council*** means the legislative body of the Town of Miami Lakes.
- q. **Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- r. **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 a 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 will be deemed to have occurred pursuant to Town’s authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, “Town” without modification means the Town Manager.
- s. **Work Order*** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Consultant.
- t. **Work Order Proposal*** means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

A2. General

A2.01. Authority of the Town’s Program Manager

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Agreement. All interpretations of the Agreement shall be issued by the Town’s Procurement Manager, which shall be binding upon the Consultant.

A2.02. Standard of Care

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

A2.03. Subconsultants

Consultant is not permitted to subcontract any of the Services under this Contract without the prior written consent of the Town Manager or designee.

In the event subcontracting is permitted, Consultant is solely responsible for all acts and omissions of its Subconsultants. Nothing in the Contract Documents creates any contractual relationship between any Subconsultant and the Town. Consultant is responsible for the timely payment of its Subconsultants and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Consultant in default of the Contract.

Consultant must not employ any Subconsultant against whom Town may have a reasonable objection.

Consultant must utilize the Subconsultants identified in its Proposal submission. The replacement, addition, or deletion of any Subconsultant(s) will be subject to the prior written approval of the Town Manager or designee.

A2.03-1. 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.

A2.04. Team (If Applicable)

A Team, as defined in Section A1(o) 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 the Teaming Agreement, which was submitted with the RFP, which is by reference, incorporated into and made a part of this Agreement.

A2.05. Taxes

Consultant shall pay all applicable sales, consumer, use and other taxes required by law. Consultant is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

A2.06. Change Orders

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and which are within the general scope of the Agreement and all such changes shall be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town and the Agreement.

Any changes to the Agreement must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

A2.07. Work Orders

When the Town Manager has determined to utilize Consultant for additional services or for services in connection with a specific project, the Town Manager will request in writing, a Work Order Proposal from the Consultant based on the proposed Scope of Services provided to the Consultant in writing by the Town Manager. The Consultant, the Town Manager, and others if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Consultant will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time for performance of each task, phase or deliverable, staffing including proposed hours per individual and/or classification, proposed fees, Subconsultants, and deliverable items and/or documents. The Town, at its sole discretion may provide the Consultant with a standardized Work Order Proposal Form to be used for all requests.

The Town Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations, the Consultant may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manger will issue a written Work Order assigning the Project to the Consultant.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Town Manager and that the Consultant has no expectation, entitlement, right to or privilege to receive a Work Order and/or Notice to Proceed for any additional service or project. The Town reserves, at all times, the right to perform any or all Professional Services in-house, or with other private professional firms or to discontinue or withdraw any or all projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Consultant any particular, exclusive or special rights to any additional service required by the Town. Outside of this Agreement, the Consultant may submit proposals and/or qualifications for any professional services, which the Consultant is qualified to perform, in response to any public solicitation issued by Town.

A2.08. Deletion or Modification of Services

The Town may during the term of the Agreement make modifications to the Services being provided. If the Consultant and the Town agree on modifications or revisions to any Services such changes shall be made through the execution of a change order executed by both parties.

A2.09. Nondiscrimination, Equal Employment Opportunity, and Americans With Disabilities Act

Consultant shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Agreement. Consultant shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

A2.10. Independent Consultant

The Consultant is engaged as an independent business and agrees to perform Work as an independent Consultant. In accordance with the status of an independent Consultant, the

Consultant covenants and agrees that the Consultant will conduct business in a manner consistent with that status, that the Consultant will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

A2.11. Defense of Claims

Should any claim be made, or any legal action brought in any way relating to the Work under the Agreement, the Consultant shall diligently render to the Town any and all assistance which the Town may require of the Consultant.

A2.12. Contract Extension

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days while the Town prepares a new contract for solicitation. Additional extensions beyond the initial 90 days may occur as needed by the Town and as mutually agreed upon by the Town and the Consultant until the Town is able to award a new contract. In such event, the Town will notify the Consultant in writing of such extensions.

A2.13. Invoicing

Consultant shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Consultant
- Purchase Order number
- Contract number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Services,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

A3. Performance

A3.01. Performance and Delegation

The Services to be performed hereunder must be performed by the Consultant or Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will 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 Project Manager or Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to the 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 the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Consultant or Subconsultant.

A3.03. Consultant Key Staff

The parties acknowledge that Consultant was selected by the 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 must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Consultant's employ. Consultant must obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

A3.04. Time for Performance

The Consultant agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town 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.

A4. Default

A4.01. 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 will 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 must be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section does not release Consultant from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Consultant a specified time to correct a default.

A4.02. Conditions of Default

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

- (i) Consultant fails to obtain or maintain the required insurance.
- (ii) 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.
- (iii) 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.

A4.03. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. 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 the 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.

A5. Termination of Agreement

A5.01. Town's Right to Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Consultant will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

A5.02. 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 thirty (30) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

A5.03. 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 has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

A5.04. Fraud & Misrepresentation

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud,

misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

A5.05. Funds Availability

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

A6. Documents and Records

A6.01. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Consultant must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Consultant is to keep copies of all such records, documents, or data for its records. However, this Article will continue in full force and effect after the expiration or termination of this Agreement.

A6.02. Delivery upon Request or Cancellation

Failure of the Consultant to promptly deliver all such documents in the possession of the Consultant, 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, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

A6.03. Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, 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 must require all of its employees, agents and Subconsultants comply with the provisions of this paragraph. Consultant will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

A6.04. Access to and Review of Records

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Consultant which relate in any way to the Agreement. The Consultant agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

A6.05. Maintenance of Records

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, must 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, has 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 will be conducted only during normal business hours. 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.

Consultant shall also comply with the following requirements of the Florida Public Records Law including:

- (i)* Consultant must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- (ii)* Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested public 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.
- (iii)* Consultant shall 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 Agreement term and following completion of the contract if the Consultant does not transfer the records to the Town.
- (iv)* Upon completion of the contract, Consultant shall transfer, at no cost, to the Town all public records in the possession of the Consultant or keep and maintain public records required by the Town to perform the service under this contract. If the Consultant transfers all public records to the Town upon completion of the contract, 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 contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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 TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

A7. Insurance

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Consultant not maintain the insurance coverage required in this Agreement, the Town may

cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Consultant for such coverage purchased.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

A7.01. Companies Providing Coverage

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

A7.02. Verification of Insurance Coverage

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must 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 award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within thirty (30) days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A7.03. Forms of Coverage

A7.03-1. Commercial General Liability

This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or Subconsultants. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Consultants and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

A7.03-2. Comprehensive Automobile & Vehicle Liability Insurance

This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

A7.03-3. Workers' Compensation Insurance

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation. Should the Consultant be exempt from Florida's Worker's Compensation insurance requirement the Consultant must provide documentation from the State of Florida evidencing such exemption.

A7.04. Subconsultant

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

All Subconsultants shall be subject to all requirements herein and procure and maintain the same coverage 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.

A7.05. 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. Consultant must 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.

A7.06. Certificate of Insurance

Consultant shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fourteen (14) days of notification of an award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

A7.07. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Consultant in performance of this Contract. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. For Services provided at Royal Oaks Park and Miami Lakes Optimist Park the Miami-Dade County Public School System shall also be named as an additional insured. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

A8. Contract Disputes & Mediation

A8.01. Claims

Any claim shall be made by written notice by Consultant to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town's Procurement Manager, unless said individual allows additional time for submission. The written notice must be accompanied by Consultant's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Consultant has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

Delays may include, but not be limited to, acts or neglect by any separate Consultant employed by own, fires, floods, labor disputes beyond the control of the Consultant, epidemics, abnormal weather conditions (if applicable), or acts of God.

Consultant shall not be entitled to an compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Consultant for actual delays due solely to fraud, bad faith or active interference on the part of Town.

Failure of Consultant to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

A8.02. 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 will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute. Consultant must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Consultant. Upon receipt of said documentation the Procurement Manager will 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 may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will 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 will not be entitled to seek judicial relief unless:

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

A8.03. 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 Agreement, the parties to this Agreement agree all disputes between them will 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 Consultants 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.

A8.04. Continuing the Services

Consultant shall continue to provide the Services during all disputes or disagreements with Town. No Services shall be delayed or postponed pending resolution of any disputes or disagreements.

A8.05. Stop Work Order

The Town may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the Services due to any conflict or potential conflict with Town operational requirements, storm related events, or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advanced notice.

A8.06. Set-offs, Withholding, & Deductions

The Town may set-off, deduct or withhold from any payment due the Consultant, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Consultant to the Town.

The Town will notify the Consultant in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Consultant in accordance with the Local Government Prompt Payment Act

A8.07. Time in Which to Bring Action Against the Town

In the event the Consultant may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Consultant against the Town upon any claim arising out of or based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

A9. Miscellaneous

A9.01. Indemnification

The Consultant will hold harmless, defend, and indemnify 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 its employees, agents, or Subconsultants. The Consultant will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will 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 will not be limited in any way by the agreed upon the Agreement value, or the Consultant's limit of, or lack of, sufficient insurance protection and applies 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.

The Consultant's obligation to indemnify the Town shall survive the expiration or termination of this Agreement.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Consultant under this Agreement.

A9.02. 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 will not be deemed to be a waiver of any other breach of any provision of this Agreement.

A9.03. Severability

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

A9.04. Nonexclusive Agreement

Consultant Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Consultant that the Town has engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Consultant and those other firms engaged, are delineated by the Project Manager so that the Consultant and those similarly engaged are clear as to their responsibilities and obligations.

A9.05. Successors and Assigns

The performance of this Agreement must 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, or an assignment for the benefit of creditors will 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 will be cause for the Town to terminate this Agreement. The Consultant will 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's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will 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.

A9.06. No Waiver

Town and Consultant agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

A9.07. Applicable Law and Venue

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

A9.08. 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 and at the place last specified; and the place for giving of notice will remain such until it has 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 Lakes:

Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

For Consultant:

Nelson Diaz
The Southern Group
9155 S. Dadeland Blvd., Ste 1604
Miami, FL 33156
diaz@thesoutherngroup.com

With a copy to:

Nathalie Garcia
Procurement Manager
At the same address as above
garcian@miamilakes-fl.gov

A9.09. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes 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.

A9.10. Joint Preparation

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

A9.11. 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 will prevail over any document incorporated by reference and be given effect.

A9.12. Compliance with Laws

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Consultant maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

i. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must 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 will, 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.

A9.12-1. ADA Compliance

Consultant must 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 must take affirmative steps to insure nondiscrimination in employment of disabled persons.

A9.12-2. 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.

A9.13. No Partnership

Consultant is an independent Consultant. 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.

A9.14. Discretion of Town Manager

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

A9.15. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Consultant shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

A9.16. 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.

A9.17. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will 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 will 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.

A9.18. Force Majeure

The Town and Consultant will be excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship
- b. Inclement weather except as permitted by Florida law

A9.19. Town May Avail Itself of All Remedies

The Town may avail itself of each and every remedy stated in the Agreement or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

END OF SECTION

SECTION B. SPECIAL TERMS & CONDITIONS

B1. GENERAL DESCRIPTION OF SCOPE OF SERVICES

The Scope of Work for State Lobbying Services includes, but is not limited to, being proactive in monitoring, taking positions, and lobbying on state budgeting and legislation which impacts the Town of Miami Lakes ("Town"), particularly in areas of public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, park development, park land acquisition, revenue enhancements, and unfunded mandates.

B2. EXPECTATIONS OF CONSULTANT

The Town seeks to retain the services of a State Legislative consultant. The Consultant shall agree to be available at all times upon reasonable request to meet with the Town Manager, Town Council, and others as specified to perform the Services, including attending meetings with the Executive branch, Legislators and legislative staff on matters directly or indirectly affecting the Town. The Consultant shall demonstrate the following:

- Ability to demonstrate that the specific staff assigned to the Town has considerable, relevant experience with this type of work and should emphasize their experience, working knowledge of the Town, regional and State of Florida Issues.
- Possess or have continual and immediate access to legal and legislative expertise sufficient to execute all tasks and responsibilities in a thorough, competent and professional manner.
- Have a demonstrated and verified track record of being proactive in monitoring and identifying state funding opportunities.
- Have established, longstanding and positive working relationships with members of the State Legislature and staff, as well as Committee and State agency staff.

B3. SERVICES TO BE PROVIDED

The following list of Services is intended as a general guide and is not intended to be an exhaustive list of all Services required.

Monitoring

1. Review on a continuing basis all existing and proposed State of Florida policies, programs and legislation affecting the Town. Identify those issues that may directly or indirectly affect the Town or its citizens, and regularly inform the Town as to such matters, both orally and in writing, including the benefits and any inverse impacts of proposed legislation.
2. Review legislative policy statements of other governments and lobbying groups for the purpose of identifying issues, which may either positively or negatively affect the Town.
3. Work closely with the Mayor, Town Council, Town Manager and staff in the coordination and development of the Town's legislative program from both long and short-term perspectives, as well as legislative priorities. These issues may include public safety, law enforcement, business attraction and retention, infrastructure improvements, transportation, environmental, affordable housing economic development, revenue enhancement, grants, mandates and other issues.

4. Work with the Mayor, Town Manager and staff to develop special or general legislation in keeping with, or supportive of, the Town's adopted legislative program.
5. Develop and evaluate strategy for support, opposition or amendment of pending legislation.

Bill Tracking

1. Obtain and monitor all bills, resolutions, files, journals, histories, etc. that may have an impact on the legislative or regulatory interests of the Town.
2. Copies of any bills and any amendments that are determined to have an impact on the legislative and regulatory interests of the Town. Copies shall be forward to the Mayor, Town Council and Town Manager.
3. Once legislative positions are established by the Town, required actions should be tracked and updated on a regular basis.
4. Prepare and submit reports that may include but not be limited to: Personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other State policies or programs that affect the Town and its citizens either directly or indirectly. Written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that Mayor or Town staff may implement. A detailed written report of specific legislation and new requirements affecting the Town shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.
5. Prepare and submit periodic written reports (at least weekly) during those months that the State of Florida Senate and House of Representatives are in session, on issues of interest or concern to the Town and monthly when they are not in session. Such information may include but is not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

Legislative Advocacy

1. The Town's position on key legislative action shall be transmitted to members of the State Legislature and staff, including Committee staff through personal discussions with legislators, staff, committee consultants, and State agency representatives, and other interest groups.
2. Testify and lobby before the State of Florida Senate, House of Representatives, executive branch and cabinet as necessary on behalf of the Town during the annual legislative sessions, extended or special session(s), at legislative committee meetings agency hearings, rulemaking proceedings, and during floor debate in both houses of the State of Florida's government.
3. Send letters notifying appropriate officials and agencies of the Town's position and drafting announcements.
4. Upon request by the Town, assist the Town in coordinating applications and advocating for State of Florida grants. The consultant is not expected to prepare grant applications.
5. Design and implement a strategy, in consultation with the Town that raises the consciousness and awareness of issues related to the Town with legislative leaders and

broadens and improves direct communication with Town officials with the legislative leadership.

6. Upon request, coordinate appointments/meetings between the Mayor or other Town staff, and appropriate State officials and legislators, including organizing agendas and meetings during Dade Days in Tallahassee.

State Budget Issues

1. Focus efforts supporting the Town's appropriation requests and legislative objectives during the final phases of legislative action on spending and authorization legislation, including coordinating meeting with relevant members of the legislature or staff in support of the Town's state objectives (as appropriate).

B4. CONTRACT TERM

The Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of the Agreement for additional one-year terms.

B5. COMPENSATION

B5.01-1. Compensation Limits

The amount of compensation payable by the Town to the 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 twenty-four thousand dollars (\$24,000) per year, 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.

B5.01-2. 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 rate. Unless otherwise directed in writing, the Consultant shall utilize the Town's standard invoice form for the submission of invoices.

B6. ADDITIONAL SERVICES

B6.01. 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 Services 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.

B6.02. 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.

B6.02-1. Lump Sum Fixed Fee

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.

B6.02-2. Lump Sum Not to Exceed Fee

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, 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.

B6.02-3. Guaranteed Maximum Lump Sum

Guaranteed 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.

B6.03. Reimbursable Expenses

The Town shall not be liable or responsible for the reimbursement of any expenses incurred by the Consultant in providing the 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 canceled checks.

END OF SECTION

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

WITNESS/ATTEST



Signature

Alyssa McDonald
Print Name, Title

(The Southern Group)



Signature

Nelson Diaz, Managing Partner
Print Name, Title of Authorized Officer or Official

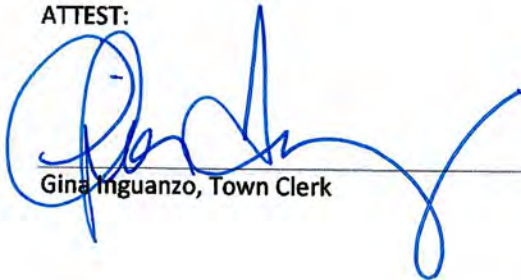
ATTEST:

(Corporate Seal)

Firm's Secretary

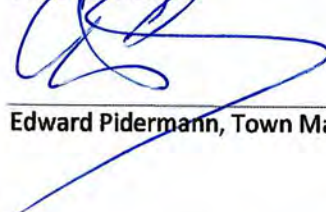
(Affirm Firm's Seal, if available)

ATTEST:



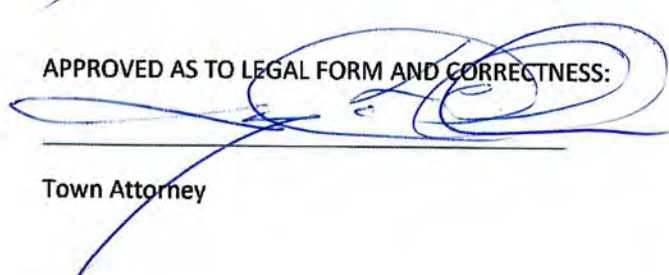
Gina Inguanzo, Town Clerk

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



Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:



Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of The Southern Group of Florida, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 10 day of March, 2020 a resolution was duly passed and adopted authorizing (Name) Nelson Diaz as (Title) Managing Partner - Miami of the corporation to execute agreements 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 10 day of March, 2020.

Secretary: Adria Cavany
Print: Adria Cavany

NOTARIZATION

STATE OF Florida)
) SS:
COUNTY OF Leon)

The foregoing instrument was acknowledged before me this 10 day of March, 2020 by Adria Cavany, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

[Signature]
SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA



Kathryn Aleene Whitehurst
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

EXHIBIT A – CONSULTANT’S PROPOSAL

A low-angle, upward-looking photograph of a white, ornate building dome, likely a government capitol building. At the top of the dome, a tall flagpole holds three flags: the United States flag at the top, a Florida state flag in the middle, and a white flag with a red emblem at the bottom. The sky is a clear, pale blue.

RFP NO. 2020-09

STATE LOBBYING SERVICES

Closing Date:

December 27, 2019

Submitted to:

Edward Pidermann, Town Manager

The Town of Miami Lakes

6601 Main Street

Miami Lakes, FL 33014

Submitted from:

Nelson D. Diaz, Managing Partner

The Southern Group

9155 S. Dadeland Blvd., Suite 1604

Miami, FL 33156

PROPOSAL LETTER

Dear Mr. Pidermann:

Please accept this proposal from The Southern Group in response to the Town of Miami Lakes' (Town) RFP 2020-09 for State Lobbying Services. In this proposal, The Southern Group offers to continue to provide the highest level of government relations services in the areas of general executive and legislative branch support, as well as budget appropriations for the Town. The Southern Group has represented the Town for many years and in that time has successfully secured over \$4 million in state appropriations for the Town. Our knowledge of, and successful track record, make The Southern Group uniquely qualified to continue representing the Town of Miami Lakes in Tallahassee.

The Southern Group is a full-service lobbying firm that was established in 1999 in Tallahassee, Florida. With offices in Tallahassee, Jacksonville, Orlando, Tampa Bay, Miami, and the Florida Keys, The Southern Group has the largest lobbying practice in the state and has been referred to as "the most powerful lobbying firm in Florida" by the *St. Petersburg Times*. Due to our long history of service to government entities, The Southern Group has the experience and expertise to continue to transform the Town's priorities into delivered results.

The Southern Group is the one firm in Florida where virtually every lobbyist has held the highest elected and staff positions in the executive and legislative branches of Florida government, who understand how and why decisions are made at every level of Florida government, and who use that knowledge and those relationships to steer the complex governmental machine for the benefit of our clients.

With the expertise and depth of our firm's partners, The Southern Group has unmatched qualifications to assist the Town in navigating the complexities of securing specific budget priorities, crafting strategies to achieve success in the passage or defeat of critical legislation, and engaging with the executive and regulatory agencies who are vital in the implementation of appropriations or regulatory rule-making. The Southern Group is honored to have served as your advocate since 2013 and is eager to continue providing you with reliable representation and strategic direction to navigate the political landscape in every arena of Florida government.

This team would be available to support the Town at all times before the legislative and executive branches of Florida government. Our Tallahassee office is located one block from the State Capitol at 123 S. Adams Street, Tallahassee, FL 32301.



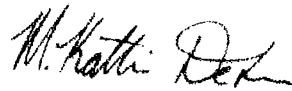
All of the partners at The Southern Group will work hard to deliver results for the Town. Our team of more than 25 lobbyists will leverage our experience and relationships, serving as an extension of your team to coordinate and advance the Town's priorities with the appropriate government officials.

You have our commitment to represent the Town of Miami Lakes in the most reliable and ethical manner available in the market. We sincerely hope this proposal exceeds your expectations, and we hope to continue our track record of successfully bringing funding to the Town.

Sincerely,

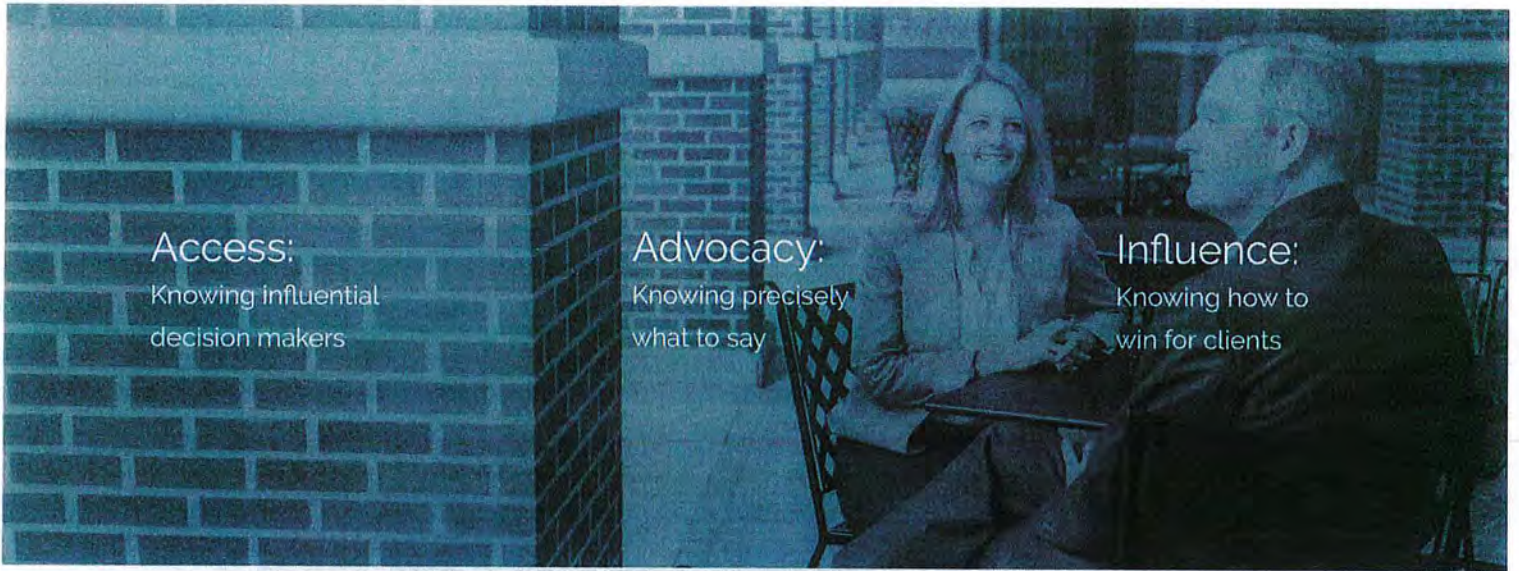


Nelson D. Diaz
Managing Partner, Miami
The Southern Group



Kate DeLoach
Partner, Florida Keys
The Southern Group

1. Company Declaration



Access:

Knowing influential decision makers

Advocacy:

Knowing precisely what to say

Influence:

Knowing how to win for clients

Applying calculated influence demands dynamic strategies that keep pace with societal trends and economic outlooks. Survival of the smartest, fastest, and most connected is the new norm.

We are an influence firm.

When The Southern Group was founded twenty years ago, our firm pioneered the lobbying industry in Florida and beyond. We were the first to offer a unique type of advocacy that was driven by aligning the best and brightest candidates from business, government, and politics, and establishing a network of offices that offer our clients unparalleled access to local and state government.

Over the last two decades we have cultivated and retained a strong team of experts who help our clients build winning strategies, navigate the pathways to power, and connect with decision makers—whether in government or business. We know how to navigate the halls of government because most of us already served in them.

Today, the sharp lines between government, business, and constituencies have blurred. Applying calculated influence demands dynamic strategies that keep pace with societal trends and economic outlooks. Survival of the smartest, fastest, and most connected is the new norm. While lobbying will always be our foundation, tomorrow has reshaped who we are and how we access, advocate, and influence.



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami Dade County, State of Florida on 2019.

Signature

Nelson D. Diaz

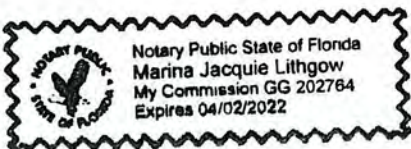
Print Name

Subscribed and sworn to before me this 20 day of December, 2019.

Signature

Marina Lithgow

Print Name



(Notary Seal/Stamp)

2. Qualifications of the Proposer

With an unparalleled team of experts, a culture of excellence and a legacy of winning, we continue to redefine what it means to be an influence firm.

Tenacious. Disciplined. Strategic.

For the last 20 years, our team has successfully championed our clients' interests and built a well-recognized legacy as the premier lobbying firm in the Southeast. To continue this success, we must push beyond the lobbying tactics of the past. Modern advocacy requires a team of experts that will unite experience and connections with innovation, agility, and undeniable strength. Every industry. Every interest. Winning results begins here.

20

YEARS

40+

LOBBYISTS

9

MARKETS



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?
see attached.

a. Professional Licenses/Certifications (include name and license #)*	Issuance Date
N/A	
_____	_____
_____	_____
_____	_____
_____	_____

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company: _____

- a. FEIN/EIN Number: 59-3584976
- b. Dept. of Business Professional Regulation Category (DBPR): N/A
 - i. Date Licensed by DBPR: _____
 - ii. License Number: _____
- c. Date registered to conduct business in the State of Florida: 6/21/99
 - i. Date filed: 6/21/99
 - ii. Document Number: P99000055999
- d. Primary Office Location: Tallahassee, FL
- e. What is your primary business? Lobbying
(This answer should be specific)



f. Name of Qualifier, license number, and relationship to company:

N/A

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
------	-------	----------------

See attached documentation.

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership

Affiliated companies below. Ownership in personal entities is unknown.

See attached for additional information.



c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Paul Bradshaw, President		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nelson Diaz, Managing Partner-Miami		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adria Cavany, Chief Operations Officer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 36

b. Total No. of Managerial/Admin. Employees: 6/10

c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

N/A

5. Employer Modification Rating: _____

6. Insurance & Bond Information:

a. Insurance Carrier name & address:
 see attached information.



b. Insurance Contact Name, telephone, & e-mail:

Anderson Haynes, (904) 694-0319), andy@fletcherandcompanyfl.com

c. Insurance Experience Modification Rating (EMR): N/A
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

7. Have any lawsuits been file against your company in the past 5 years? Yes No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No



If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. In a separate attachment, provide a list of all desk reviews of field reviews performed by Federal or State agencies within the past five (5) years including information on the result of each review, the review's current status, and whether any disciplinary action has been taken against the Proposer as a result of these reviews.

14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

All experience and qualifications have been addressed in the sections that follow.

Multiple horizontal lines for providing additional experience and qualifications.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: [Signature]
Signature of Authorized Officer

December 20, 2019
Date

Nelson Diaz
Printed Name

Company Qualification Questionnaire – Supplemental Information

1. How many years has your company been in business under its current name and ownership?

Answer: 20 years – operated as Southern Strategy Group until September 2019. the amended company name)

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Oscar Anderson	Managing Partner-Orlando	3.93%
Brian Bautista	Partner	3.12%
Laura Boehmer	Partner	3.26%
Paul Bradshaw	President	10.00%
Matt Brockelman	Partner	1.45%
David Browning	Partner	10.25%
Edgar Castro	Partner	4.09%
Kelly Cohen	Partner	5.51%
Rachel Cone	Managing Partner-Tallahassee	2.97%
Nelson Diaz	Managing Partner-Miami	6.31%
Chris Dudley	Partner	9.60%
Mercer Fearington, Jr.	Partner	4.82%
Deno Hicks	Managing Partner-Jacksonville	5.85%
James McFaddin	Partner	7.29%
Seth McKeel	Managing Partner-Tampa	4.67%
Paul Mitchell	Partner	6.25%
Sydney Ridley	Partner	1.17%
Erin Rock	Partner	1.56%
David Shepp	Partner	1.80%
Clark Smith	Partner	4.82%
Monte Stevens	Partner	1.28%

b. If yes, identify the name of the owner, other company names, and % of ownership:

Paul Bradshaw - The Southern Group of Georgia, LLC (11.2%)
 Paul Bradshaw - The Southern Group of South Carolina 2005, LLC (13.35%)
 Paul Bradshaw - Southern Strategy Group Assets II, LLC (27.63%)
 Chris Dudley - Southern Strategy Group Assets II, LLC (11%)

6. Insurance & Bond Information:

- a. Travelers – Workers Comp; P.O. Box 29047 Phoenix, AZ 85038-9047
- b. Houston Casualty Company – Professional Liability; 13403 Northwest Fwy, Houston, TX 77040
- c. Southern-Owners Insurance Company – Commercial General Liability, Hired, Non-Owned Auto Liability, and Umbrella Liability; 6101 Anacapi Blvd Lansing, MI 48917

13. N/A

B. THE OVERALL CAPABILITIES, QUALIFICATIONS, TRAINING AND AREAS OF EXPERTISE FOR EACH OF THE PARTNERS/PRINCIPALS AND ASSOCIATES THAT MAY BE ASSIGNED TO WORK WITH THE TOWN, INCLUDING BUT NOT LIMITED TO:

WHY THE SOUTHERN GROUP IS THE BEST LOBBYING TEAM FOR THE TOWN

The Southern Group proposes to have Nelson Diaz and Kate DeLoach lead the effort to secure appropriations for the Town and to successfully move the Town's agenda in Tallahassee. Nelson Diaz and Kate DeLoach have the unique experience, capability and expertise necessary to serve as strong advocates for the Town at the state level. Nelson Diaz has more than 15 years experience lobbying on behalf of municipalities and other public clients before the legislative and executive branches of Florida Government. His experience in the public sector and on political campaigns give him an unparalleled understanding of the legislative process and strong relationships with elected officials. Kate DeLoach served for six years as a Legislative Aide in the Florida House of Representatives before joining The Southern Group. As an aide, she helped to secure tens of millions of dollars in state appropriations for the district. She truly knows the challenges that local governments face and is able to merge that information with her knowledge of the legislative process to benefit our clients.

The Southern Group was founded 20 years ago, and in that time has built a team of lobbyists who can confront and overcome the challenges of a huge, complex, and rapidly changing state government. The Southern Group has assembled a large team of seasoned professionals—most of them drawn from the highest ranks of state and local government and politics—who are steeped in a tradition of client service and effective advocacy.

The Southern Group's lobbyists operate as a team. The team systematically and methodically evaluates its relationships with all 160 legislators and dozens of key executive branch personnel, including the Governor and Lieutenant Governor, and constantly works to improve relationships where needed. This is an ongoing process that allows the team to reach key decision-makers anywhere in government and at any time. The result is an unprecedented level of access and influence for our clients. No matter if the client needs an in-depth, policy meeting with agency and legislative staff or needs a last minute, budget meeting regarding an appropriation item, The Southern Group has unparalleled access to the decision-makers. And once reached, The Southern Group lobbying team has the skill and expertise to forcefully and effectively advocate on behalf of clients.

The Southern Group is a lobbying firm, period. Unlike a law firm with a subordinate lobbying component, The Southern Group dedicates its entire focus to doing one thing exceedingly well: lobbying. Unlike lobbying firms built around a single dominant lobbyist, the power of The Southern Group is the depth of experience and skill found in each member of its large lobbying team. The biographies of The Southern Group's more than 25 lobbyists reads like a *Who's Who* from government and politics.

In fact, Nelson Diaz has, on multiple occasions, been named one of the 100 Most Influential People in Florida by Florida Politics. The team's area of expertise extends to transportation, land use planning and environmental permitting, rules and appointments, utilities, economic development, energy, healthcare, education, telecommunications, public safety and law enforcement, legislative appropriations, taxation, insurance, and many other substantive specialty areas.

With offices located throughout Florida in Tallahassee, Jacksonville, Orlando, Tampa Bay, Miami, and the Florida Keys, The Southern Group has a statewide presence that is unmatched. The Southern Group's Tallahassee office is conveniently located to provide ready access to the Capitol and other major state government buildings. Our office building is less than a minute's walk from the Capitol, and with 11,000 square feet of office space is the largest lobbyist-only office building in the Tallahassee.

The building has ample room for the 14 lobbyists and six support staff who work there, but there is also additional room for guests and large meetings. The Southern Group lobbying team is also the largest lobbying team in the state. Founded in 2009, the Miami office has three full-time lobbyists and one office administrator and is located in Miami-Dade County. Refer to the Business License provided in Tab 5, Required Forms. Nelson Diaz and Kate DeLoach of the Miami Office would be available to meet the Town representatives at a moment's notice. The Southern Group's entire Florida team, which includes more than 25 full-time lobbyists and six full-time support staff, consistently assists each other and works regularly to accomplish our clients goals as a team. During the Legislative Session, our entire team meets regularly to ensure that all of our client's needs are being met and work together to make sure every lobbyist's needs are being met for their clients.

To wit, since our first year representing the Town of Miami Lakes, we have been able to secure over \$4 Million for the Town in water projects and infrastructure projects

In addition to a successful appropriations track record for the Town, we have also advocated for or against various pieces of policy and legislation with many successes. Working together with the Town Council and previous leaders, we have worked on issues such as, but not limited to:

- 1) West Lakes Drainage Improvements
- 2) Canal Bank Stabilization
- 3) Storm Water funding
- 4) Wellness Way
- 5) Blast Mining Study
- 6) pension reform
- 7) firefighter insurance
- 8) Maddens Hammock

- 9) 826 Expansion
- 10) sound walls
- 11) C8 Canal
- 12) Federal and State grant funding opportunities.
- 13) greenways
- 14) Lake Sarah
- 15) Water supply policy
- 16) community planning and growth management
- 17) municipal elections
- 18) communications service tax
- 19) P3 projects
- 20) Alligator management
- 21) zip codes
- 22) PACE
- 23) Solar subsidies
- 24) flood mitigation
- 25) medical marijuana dispensary regulations
- 26) wireless communications
- 27) light pole and flagpole cell tower applications
- 28) MPO
- 29) TPO
- 30) workers compensation
- 31) AOB reform
- 32) License Plate Readers
- 33) pre-emption
- 34) Year-round standard time
- 35) short-term rentals
- 36) micro mobility
- 37) parking
- 38) tree trimming

The Town will be directly impacted by the decisions made by legislators from all over the state and the Governor. As professional advocates, The Southern Group stands ready to protect and assist the Town with its needs before state government.

Our scope of service will include, but not be limited to, the following:

- Work closely with Town Manager or designated representative to determine what proposed legislation affects the Town and monitor said proposed legislation, keeping Town staff constantly updated;
- Work with the Town Council and staff to determine budget priorities for the Town and attempt to secure state funding for said priorities;
- Provide timely written communications to the Town Manager or his designee;
- Work closely with the Town Council and staff to develop a legislative agenda and propose any necessary legislation, securing sponsors therefor;
- Communicate legislative and executive actions, opportunities, or initiatives of relevance to the Town;
- Other initiatives consistent with the Town's policies and priorities as directed;
- Advise when the Town's leadership and/or staff may be required in person in Tallahassee to address issues of particular interest to the Town and prepare backup information for these sessions; and
- Provide a written legislative session wrap-up, summarizing legislative activity and budget matters.

PROPOSED TEAM



As South Florida natives, our Miami team skillfully navigates the policy and procurement processes at the municipal, county, and state levels.

To ensure effective representation on behalf of our clients, we have found it useful to use a team approach drawing on partners whose expertise would best assure success on your behalf. As with any good organization, our greatest strength, and your best assurance of our successful service on behalf of the Town, resides in the team that we will assemble to represent your interests in Tallahassee. Although different members of the team may take the lead on various projects, each of the team members would be knowledgeable of the Town's objectives. The team leader would be the Town's main point of contact.

With offices located throughout Florida in Tallahassee, Jacksonville, Orlando, Tampa Bay, Miami, and the Florida Keys, The Southern Group has a statewide presence that is unmatched. For this proposal, The Southern Group's Nelson Diaz and Kate DeLoach will be key staff and your primary points of contacts for the Town, with Nelson Diaz managing all interactions with the Mayor and Town Manager. As mentioned previously, all the partners at The Southern Group consistently serve as support when needed. There are no foreseen circumstances where the Town will be working directly with anyone other than Nelson Diaz and Kate DeLoach. However, The Southern Group does operate as a team, so other members may be called in to assist Nelson and Kate to accomplish the Team's goals. The bios for all team members can be found at thesouthern.com.



Nelson D. Diaz

Nelson is a Managing Partner in our Miami and Florida Keys offices.

Nelson Diaz joined The Southern Group's Miami office in 2013. Focusing on government-community relations, Nelson has successfully represented local governments, businesses, trade associations, and other corporate clients before the Florida legislative and executive branches of government. Nelson has expertise in policy areas including campaigns, economic and business development, family law, gaming, Hispanic outreach, housing, land use and development, oil and gas, strategic planning, transportation, and travel and tourism.

Nelson began his political career as a volunteer in the 1996 presidential campaign, where he and other young leaders, including current U.S. Senator Marco Rubio, State Senator Anitere Flores, and former Lt. Governor Carlos Lopez Cantera, worked to build a strong Republican Party base in South Florida. Since then, Nelson has worked on numerous political campaigns at every level, from presidential and U.S. Senate races to state races for governor, cabinet offices, Florida Senate and House of Representatives, as well as local campaigns for county commission, city council, and mayor. He also served as chief legislative aide to Marco Rubio when he was Speaker of the Florida House of Representatives. As a result of Nelson's service with Senator Rubio and his involvement in political campaigns, he has established an extensive network of contacts in Miami-Dade County and within the Florida Legislature.


In 15 years as a lobbyist, Nelson has represented corporate entities before the Miami-Dade County Board of County Commissioners, numerous Miami-Dade County agencies and departments, City of Miami, City of Hialeah, and several other municipal governments and authorities.


Nelson has successfully guided many corporate clients entering the south Florida market, providing community relations services and advising them how to navigate the local political waters.

Nelson is active in many local business and civic organizations. Currently, he chairs the Republican Party of Miami-Dade County and serves on the executive board of the Republican Party of Florida. Nelson has served on the City of Miami's Historical and Environmental Preservation Board as well as the Miami-Dade County Community Council of West Kendall. Additionally, Nelson is a past president of the Board of Directors for Kristi House. Recently, former Florida Governor Rick Scott appointed Nelson to the statewide Children and Youth Cabinet for his service and advocacy on behalf of Florida's children.

Nelson earned a BA in international relations with a certificate in Latin American and Caribbean studies from Florida International University. He graduated from the University of Florida College of Law *cum laude* and was admitted to the Florida Bar in 2004. Nelson lives in Miami with his wife and daughter.

 diaz@thesoutherngroup.com

 305.421.6304

 Connect on LinkedIn

Influence creates opportunity. Let us show you how.





Kate DeLoach

Kate DeLoach joined The Southern Group in 2019, opening the firm's sixth regional office in the Florida Keys. An eighth-generation Floridian and Florida Keys native, Kate has a deep understanding of the challenges facing the Florida Keys as an Area of Critical State Concern, including complex issues related to commercial and recreational fishing, economic development, land use and development, marine resources, natural resource protection, property insurance, transportation, and travel and tourism.


Kate served for six years as a district and legislative aide to State Representative Holly Raschein (R-Key Largo), which gave her invaluable experience navigating the legislative process and addressing policy and appropriations issues across a broad array of topics.

Kate's time in government also gave her the opportunity to build strong relationships with individuals and organizations at the local, state, and federal levels, in both South Florida and Tallahassee.

Kate serves on the board of numerous local organizations, including the Florida Keys History & Discovery Foundation, the Florida Keys Hurricane Recovery Foundation, the Good Health Clinic, and the Monroe County Historic Preservation Commission. She is also a graduate of Leadership Monroe County and College Leadership Florida.

Kate earned her BA from Flagler College in St. Augustine and her MA in international affairs from The City College of New York. Kate also earned a graduate certificate in Natural Resource Policy and Administration from the University of Florida. Kate lives in the Florida Keys with her husband, John.

 deloach@thesoutherngroup.com

 305.421.6304

Influence creates
opportunity. Let us
show you how.



3. Subconsultants/ Team and Key Staff

PROJECT TEAM

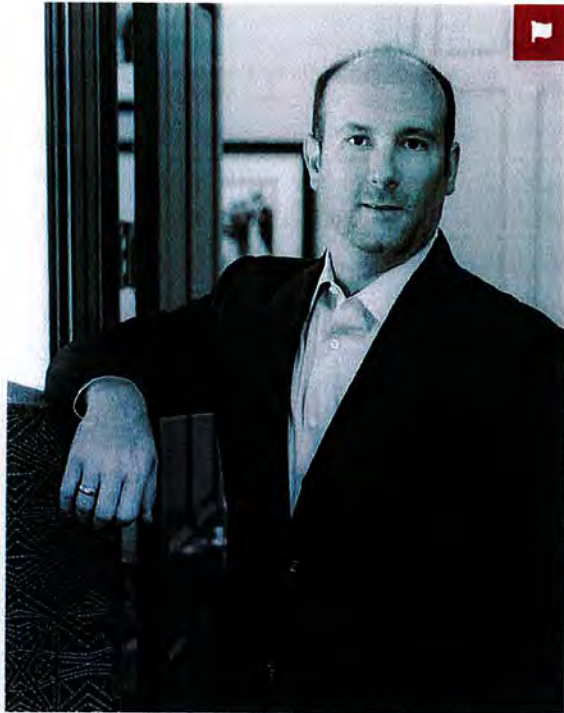
There are no subconsultants for this project and Nelson Diaz and Kate DeLoach will be the lead for the Town.



NELSON D. DIAZ



KATE DELOACH



Nelson D. Diaz

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Influence creates opportunity. Let us show you how.





Kate DeLoach

Kate DeLoach joined The Southern Group in 2019, opening the firm's sixth regional office in the Florida Keys. An eighth-generation Floridian and Florida Keys native, Kate has a deep understanding of the challenges facing the Florida Keys as an Area of Critical State Concern, including complex issues related to commercial and recreational fishing, economic development, land use and development, marine resources, natural resource protection, property insurance, transportation, and travel and tourism.

Kate served for six years as a district and legislative aide to State Representative Holly Raschein (R-Key Largo), which gave her invaluable experience navigating the legislative process and addressing policy and appropriations issues across a broad array of topics.

Kate's time in government also gave her the opportunity to build strong relationships with individuals and organizations at the local, state, and federal levels, in both South Florida and Tallahassee.

Kate serves on the board of numerous local organizations, including the Florida Keys History & Discovery Foundation, the Florida Keys Hurricane Recovery Foundation, the Good Health Clinic, and the Monroe County Historic Preservation Commission. She is also a graduate of Leadership Monroe County and College Leadership Florida.

Kate earned her BA from Flagler College in St. Augustine and her MA in international affairs from The City College of New York. Kate also earned a graduate certificate in Natural Resource Policy and Administration from the University of Florida. Kate lives in the Florida Keys with her husband, John.

✉ deloach@thesouthern.com

☎ 305.421.6304

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4. Current Practices/ Conflicts of Interest

A. LIST ANY POLITICAL CONTRIBUTION OF MONEY, IN-KIND SERVICES, OR LOANS MADE TO ANY MEMBER OF THE TOWN COUNCIL WITHIN THE LAST THREE (3) YEARS BY THE PROPOSER.

The Southern Group, or any of its partners, have not given any political contributions of money, in-kind services, or loans to any member of the Town Council within the last three (3) years.

B. LIST ALL PUBLIC CLIENTS FOR WHICH YOU OR YOUR FIRM PREVIOUSLY PROVIDED SERVICES FOR OVER THE LAST FIVE (5) YEARS.

The Southern Group has provided similar services to the following public clients over the last five years.

Our current and former public clients include:

Bay County Board of County Commissioners
Broward County
Central Florida Expressway Authority
City of Coral Gables
City of Crystal River
City of Lakeland
City of Miami Beach
City of Orlando
City of Palm Coast
City of Panama City
City of Plant City
City of Sanford
Desoto County
Florida Keys Aqueduct Authority
Hernando County
Jackson County School Board
Miami Dade Clerk of Court
Miami-Dade County
Osceola County
Pinellas County Board of County Commissioners
Polk County Clerk of Court
Polk County Sheriff's Office
Putnam County
Putnam County School Board
Sanford Airport Authority

Sarasota County
Seminole County
Tax Collector's Office for Polk County
Town of Medley
Town of Miami Lakes
Town of Southwest Ranches
Volusia County

C. LIST ALL CURRENT OR FORMER CLIENTS RESIDING IN, HAVING AN INTEREST IN A BUSINESS, OR OWNING AN INTEREST IN PROPERTY WITHIN THE TOWN WITHIN THE LAST THREE (3) YEARS.

The following Southern Group clients have facilities and provide services in the Town: CVS Health and Sunshine Gasoline Distributors, Inc. each have retail facilities within the Town of Miami Lakes.

The Southern Group previously represented SFM before other public entities, which may have a landscape maintenance contract with the Town.

D. EXPLAIN ANY EXPERIENCES THAT THE PROPOSER HAS WITH ITS SUBCONSULTANTS OR THE TEAM MEMBERS HAVE IN WORKING TOGETHER ON LOBBYING SERVICES OF SIMILAR NATURE.

We are not proposing any subconsultants. Nelson and Kate worked together for six years when she served as an aide for State Representative Holly Raschein and as partners at The Southern Group since 2019. As previously mentioned, the entire team of lobbyists at The Southern Group works together and meets bi-weekly during Session to ensure that every lobbyist's needs are being met for their clients. This team approach to the service of our clients means that no stone is left unturned to ensure that our clients receive the absolute very best advocacy efforts in Tallahassee. No other team in Tallahassee operates in this fashion. Our bi-weekly, lobbyist meetings means the entire Southern Group team is there to assist the Town's lead lobbyists with any and all needs.

E. EXPLAIN ANY EXPERIENCE THAT THE KEY STAFF HAVE IN WORKING TOGETHER ON LOBBYING SERVICES OF SIMILAR NATURE.

Nelson and Kate (key staff) worked together for six years when she served as an aide in the Florida House of Representatives and as partners at The Southern Group since 2019. As previously mentioned, the entire team of lobbyists at The Southern Group works together and meets bi-weekly during Session to ensure that every lobbyist's needs are being met for their clients.

This team approach to the service of our clients means that no stone is left unturned to ensure that our clients receive the absolute very best advocacy efforts in Tallahassee. No other team in Tallahassee operates in this fashion. Our bi-weekly, lobbyist meetings means the entire Southern Group team is there to assist the Town's lead lobbyists with any and all needs.

Mr. Diaz and Ms. DeLoach, along with their partners, have assisted our clients in obtaining appropriations totaling several hundred million dollars. Representative examples include funding for:

- Higher Education
- Municipal Water Infrastructure
- Transportation
- Housing
- Insurance
- Criminal Justice/Law Enforcement
- Community Development Block Grant Program
- Parks/Historic Preservation

Mr. Diaz and Ms. DeLoach clearly have the experience and ability to work on legislative matters approved by the Town and advocate passionately and professionally for the Town's position.

F. PROVIDE A SAMPLE GRANTS ALERT NOTIFICATION, MONTHLY ACTIVITIES TRACKING MEMO/REPORT AND ANY OTHER MATERIALS WHICH DEMONSTRATE HOW THE PROPOSER KEEPS CLIENTS REGULARLY UPDATED, WITH CONFIDENTIAL INFORMATION REDACTED.

The Southern Group routinely prepares status reports for its clients and can tailor a regular report to the Town's needs as to subject matter and timing. The Southern Group team is willing and able to appear at the Town's board meetings to present legislative reports and address whatever other business the Town has requested. Sample material follows.

From: [Kathryn Whitehurst](#)
To: [Kathryn Whitehurst](#)
Subject: FW: Bills of Interest Report
Date: Wednesday, December 18, 2019 4:26:01 PM

From: Kate DeLoach
Sent: Saturday, December 14, 2019 3:41 PM
To: Edward Pidermann <pidermanne@miamilakes-fl.gov>; Renee Wilson <wilsonr@miamilakes-fl.gov>
Cc: Nelson Diaz <diaz@thesoutherngroup.com>
Subject: Bills of Interest Report

Greetings,

It was a busy week in Tallahassee! Please find an updated Bills of Interest Report below and let me know if you have any questions at all.

Thank you,

Kate

Appropriations Projects

This week, all four of the Town's appropriations project requests were placed on the agenda to be heard in their respective committees. Two of the projects fall into the Agriculture & Natural Resources silo, one falls in the Transportation & Tourism silo and one falls within the jurisdiction of Health Care Appropriations. Representative Avila presented the requests and all four moved through committee favorably with unanimous support. All of the Town's appropriations project requests are now eligible for inclusion in the budget and we can begin working with our sponsors and stakeholders to ensure House/Senate committee chairs and other stakeholders understand the importance of funding these projects.

HB 459/SB 954 – Building Design

These bills, filed by Representative Overdorf and Senator Perry, would prohibit the local regulation of building design elements of one or two family dwellings unless certain criteria are met. Exceptions would include some historic properties as well as regulations adopted to implement the National Flood Insurance Program. As currently drafted, the bill defines "design elements" broadly, including exterior color, cladding, roofs, porches, ornamentation, windows and doors, as well as the number, type, and layout of interior rooms. The House version of this bill received three committee references but has not yet been placed on the agenda in its first committee, the Business & Professions Subcommittee. The Senate bill received three committee references as well: Community Affairs, Innovation, Industry, and Technology, and the Rules Committee.

HB 101/SB 246 - Public Construction

This bill revises amounts of retainage that local governments and contractors can withhold from progress payments for construction services contracts as well as requirements for DMS rules governing certain contracts. The House version of this bill moved favorably through its second committee and has one remaining stop in the Commerce Committee. The Senate version has yet to be placed on the agenda in its final committee stop, the Appropriations Committee.

HB 279/SB 504 Local Government Public Construction

This bill would require local governing boards to consider estimated costs of certain projects when making specified determination and other cost disclosures to be reviewed as part of routine audits of local governments. The House version has not yet been placed on the agenda in its first committee stop. The Senate version of this bill moved through its first committee this week and has two stops remaining.

HB 477 Supermajority Vote Required to Impose, Authorize, or Raise Local Taxes or Fees

This bill would require a supermajority vote for a municipality to raise taxes. It is similar to the original language filed in HB 5 last session. It has been referenced to three committees in the House. The bill was discussed during the Office of EDR's Revenue Estimating Impact Conference in late November (no vote taken). A Senate companion has still not been filed.

Kate DeLoach
The Southern Group

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W: <https://thesoutherngroup.com>

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Folder Bill Report > ND - Miami Lakes (2020)

HB 0101	Public Construction	Andrade	12/12/19
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Public Construction: Revises amounts of retainage that local governmental entities & contractors may withhold from progress payments for construction services contract; revises requirements for DMS rules governing certain contracts; revises amounts of retainage that public entities & contractors may withhold from progress payments for construction services contract. Effective Date: October 1, 2020

08/29/19 HOUSE Filed

09/23/19 HOUSE Referred to Business & Professions Subcommittee: Oversight, Transparency & Public Management Subcommittee; Commerce Committee

09/23/19 HOUSE Now in Business & Professions Subcommittee

10/30/19 HOUSE On Committee agenda - Business & Professions Subcommittee, 11/06/19, 1:00 pm, 212 K

11/06/19 HOUSE Favorable by Business & Professions Subcommittee; 12 Yeas, 0 Nays

11/06/19 HOUSE Now in Oversight, Transparency & Public Management Subcommittee

12/05/19 HOUSE On Committee agenda - Oversight, Transparency & Public Management Subcommittee, 12/12/19, 9:30 am, 17 H

12/12/19 HOUSE Favorable by Oversight, Transparency & Public Management Subcommittee; 12 Yeas, 0 Nays

12/12/19 HOUSE Now in Commerce Committee

Bill Comments

No comments.


Assigned Folder(s)

AFC MUNI ML CG IEC

Priority/Position

no priority
no importance
no position

Identical Bills

SB 0246  Public Construction by Hooper

SB 0246	Public Construction	Hooper	11/05/19
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Public Construction; Revising the amount of retainage that certain local governmental entities and contractors may withhold from progress payments for any construction services contract; revising the amounts of retainage that certain public entities and contractors may withhold from progress payments for any construction services contract, etc. Effective Date: 10/1/2020

09/10/19 SENATE Filed

09/19/19 SENATE Referred to Governmental Oversight and Accountability; Community Affairs; Appropriations

10/07/19 SENATE On Committee agenda - Governmental Oversight and Accountability, 10/14/19, 2:30 pm, 301 S

10/14/19 SENATE Favorable with CS by Governmental Oversight and Accountability; 5 Yeas, 0 Nays

10/15/19 SENATE Committee Substitute Text (C1) Filed

10/21/19 SENATE Now in Community Affairs

10/28/19 SENATE On Committee agenda - Community Affairs, 11/04/19, 4:00 pm, 301 S

11/04/19 SENATE Favorable by Community Affairs; 4 Yeas, 0 Nays

11/05/19 SENATE Now in Appropriations

Bill Comments

No comments.


Assigned Folder(s)

IEC AFC MUNI ML CG

Priority/Position

no priority
no importance
no position

Identical Bills

HB 0101  Public Construction by Andrade

HB 0279	Local Government Public Construction Works	Smith (D)	10/14/19
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Local Government Public Construction Works: Requires local governing board to consider estimated costs of certain projects when making specified determination; requires local government that performs project using its own services, employees, & equipment to disclose costs of project after completion to Auditor General; requires Auditor General to review such disclosures as part of routine audits of local governments. Effective Date: July 1, 2020

10/02/19 HOUSE Filed

10/14/19 HOUSE Referred to Oversight, Transparency & Public Management Subcommittee; Business & Professions Subcommittee; State Affairs Committee

10/14/19 HOUSE Now in Oversight, Transparency & Public Management Subcommittee

Bill Comments

No comments.

Assigned Folder(s)

MUNI ML CG RDC IEC

Priority/Position

no priority
no importance
no position

Similar Bills

SB 0504 

Local Government Public Construction Works by Perry

HB 0321	Declared State of Emergency	Grieco	10/16/19
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Declared State of Emergency: Prohibits specified service of process during declared state of emergency; provides immunity from liability for certain persons; tolls specified time periods for certain evictions; requires court to stay certain eviction proceedings. Effective Date: July 1, 2020

10/09/19 HOUSE Filed

10/16/19 HOUSE Referred to Civil Justice Subcommittee; Oversight, Transparency & Public Management Subcommittee; Judiciary Committee

10/16/19 HOUSE Now in Civil Justice Subcommittee

Bill Comments

No comments.

Assigned Folder(s)

MUNI CG RDC MCK PRIOR ML

Priority/Position

no priority
no importance
no position

Similar Bills

SB 0480 

Declared State of Emergency by Pizzo

HB 0459 Building Design

Overdorf

11/07/19

Building Design: Provides regulations relating to building design elements may not be applied to certain structures; provides affected party may submit certain local government regulations to Florida Building Commission for review; provides for enforcement of such regulation. Effective Date: July 1, 2020

10/24/19 HOUSE Filed

11/07/19 HOUSE Referred to Business & Professions Subcommittee; Government Operations & Technology Appropriations Subcommittee; Commerce Committee

11/07/19 HOUSE Now in Business & Professions Subcommittee

Bill Comments

No comments.

Assigned Folder(s)

CG ML MUNI IEC RCAPP

Priority/Position

no priority
no importance
no position

Identical Bills

SB 0954  Building Design by Perry

HB 0477 Supermajority Vote Required to Impose, Authorize, or Raise Local Taxes or Fees

Rommel

11/21/19

Supermajority Vote Required to Impose, Authorize, or Raise Local Taxes or Fees: Proposes amendment to constitution to prohibit municipality, county, school board, or special district from imposing, authorizing, or raising local tax or fee except by vote approved by two-thirds of membership of relevant jurisdiction, & requires any such proposed local tax or fee imposition or increase to be contained in separate resolution or ordinance. Effective Date: Not Specified

10/28/19 HOUSE Filed

11/07/19 HOUSE Referred to Local, Federal & Veterans Affairs Subcommittee; Ways & Means Committee; State Affairs Committee

11/07/19 HOUSE Now in Local, Federal & Veterans Affairs Subcommittee

11/21/19 Bill to be Discussed During the Office of EDR's Revenue Estimating Impact Conference, 11/22/19, 9:00 am, 117 K (No Votes Will Be Taken)

Bill Comments

No comments.

Assigned Folder(s)

ML MUNI CG RDC LLD

Priority/Position

no priority
no importance
no position

SB 0480 Declared State of Emergency Pizzo 11/01/19

Declared State of Emergency; Prohibiting specified service of process during specified times relating to a declared state of emergency; providing immunity from liability for certain persons; requiring a court to stay certain eviction proceedings under certain circumstances, etc. Effective Date: 7/1/2020

10/08/19 SENATE Filed

11/01/19 SENATE Referred to Judiciary; Infrastructure and Security; Rules

Bill Comments

No comments.

Assigned Folder(s)

MUNI CG RDC MCK PRIOR ML

Priority/Position

no priority
no importance
no position

Similar Bills

HB 0321  Declared State of Emergency by Grieco

SB 0504 Local Government Public Construction Works Perry 12/10/19

Local Government Public Construction Works; Requiring the governing board of a local government to consider estimated costs of certain projects using generally accepted cost-accounting principles that account for specified costs when the board is making a specified determination; prohibiting a local government from performing a project using its own services, employees, and equipment if the project requires an increase in the number of government employees or an increase in certain capital expenditures, etc. Effective Date: 7/1/2020

10/15/19 SENATE Filed

11/01/19 SENATE Referred to Community Affairs; Governmental Oversight and Accountability; Rules

12/02/19 SENATE On Committee agenda - Community Affairs, 12/09/19, 4:00 pm. 301 S

12/09/19 SENATE Favorable by Community Affairs; 5 Yeas, 0 Nays

12/10/19 SENATE Now in Governmental Oversight and Accountability

Bill Comments

No comments.

Assigned Folder(s)


MUNI ML CG RDC IEC

Priority/Position

no priority

no importance
no position

Similar Bills

HB 0279  Local Government Public Construction Works by Smith (D)

SB 0954 Building Design Perry 12/13/19

Building Design; Providing that certain regulations relating to building design elements may not be applied to certain structures; defining the term "building design elements"; providing that an affected party may submit certain local government regulations to the Florida Building Commission for review; providing for enforcement of such regulations, etc. Effective Date: 7/1/2020

11/15/19 SENATE Filed

12/13/19 SENATE Referred to Community Affairs; Innovation, Industry, and Technology; Rules

Bill Comments

No comments.


Assigned Folder(s)

CG ML MUNI IEC RDC RCAPP

Priority/Position

no priority
no importance
no position

Identical Bills

HB 0459  Building Design by Overdorf

HB 3389 Miami Lakes Royal Oaks Drainage Improvements Project Avila 12/11/19

Miami Lakes Royal Oaks Drainage Improvements Project: Provides an appropriation for the Miami Lakes Royal Oaks Drainage Improvements Project. Effective Date: July 1, 2020

11/13/19 HOUSE Filed

11/25/19 HOUSE Referred to Agriculture & Natural Resources Appropriations Subcommittee; Appropriations Committee

11/25/19 HOUSE Now in Agriculture & Natural Resources Appropriations Subcommittee

12/04/19 HOUSE On Committee agenda - Agriculture & Natural Resources Appropriations Subcommittee, 12/11/19, 9:00 am, 17 H

12/11/19 HOUSE Favorable by Agriculture & Natural Resources Appropriations Subcommittee: 10 Yeas, 0 Nays

12/11/19 HOUSE Now in Appropriations Committee

Bill Comments

No comments.

Assigned Folder(s)

ML

Priority/Position

no priority
no importance
no position

HB 3553 Miami Lakes Loch Lomond Drainage Improvements Project Avila 12/10/19

Miami Lakes Loch Lomond Drainage Improvements Project: Provides an appropriation for the Miami Lakes Loch Lomond Drainage Improvements Project. Effective Date: July 1, 2020

11/15/19 HOUSE Filed

11/25/19 HOUSE Referred to Agriculture & Natural Resources Appropriations Subcommittee; Appropriations Committee

11/25/19 HOUSE Now in Agriculture & Natural Resources Appropriations Subcommittee

12/02/19 HOUSE On Committee agenda - Agriculture & Natural Resources Appropriations Subcommittee, 12/09/19, 3:30 pm, 404 H

12/09/19 HOUSE Favorable by Agriculture & Natural Resources Appropriations Subcommittee; 10 Yeas, 0 Nays

12/10/19 HOUSE Now in Appropriations Committee

Bill Comments

No comments.

Assigned Folder(s)

ML

Priority/Position

no priority
no importance
no position

HB 3975 Miami Lakes East ADA Pedestrian Mobility Infrastructure Project Avila 12/11/19

Miami Lakes East ADA Pedestrian Mobility Infrastructure Project: Provides an appropriation for the Miami Lakes East ADA Pedestrian Mobility Infrastructure Project. Effective Date: July 1, 2020

11/19/19 HOUSE Filed

11/25/19 HOUSE Referred to Transportation & Tourism Appropriations Subcommittee; Appropriations Committee

11/25/19 HOUSE Now in Transportation & Tourism Appropriations Subcommittee

12/03/19 HOUSE On Committee agenda - Transportation & Tourism Appropriations Subcommittee, 12/10/19, 12:30 pm, 102 H

12/10/19 HOUSE Favorable by Transportation & Tourism Appropriations Subcommittee:

10 Yeas. 0 Nays

12/11/19 HOUSE Now in Appropriations Committee

Bill Comments

No comments.

Assigned Folder(s)

ML

Priority/Position

no priority
no importance
no position

HB 3981 Miami Lakes Multipurpose Senior Community Center (Interior Buildout) Avila 12/12/19

Miami Lakes Multipurpose Senior Community Center (Interior Buildout): Provides an appropriation for the Miami Lakes Multipurpose Senior Community Center (Interior Buildout). Effective Date: July 1, 2020

11/19/19 HOUSE Filed

11/25/19 HOUSE Referred to Health Care Appropriations Subcommittee; Appropriations Committee

11/25/19 HOUSE Now in Health Care Appropriations Subcommittee

12/04/19 HOUSE On Committee agenda - Health Care Appropriations Subcommittee, 12/11/19, 12:30 pm, 404 H

12/11/19 HOUSE Favorable by Health Care Appropriations Subcommittee; 10 Yeas, 0 Nays

12/12/19 HOUSE Now in Appropriations Committee

Bill Comments

No comments.

Assigned Folder(s)

ML

Priority/Position

no priority
no importance
no position





Senate Committee on Infrastructure and Security
October 14, 2019
4:30 PM

Additional Materials:

[Meeting Packet](#)

[Video](#)

Academic Research and Studies on Climate Change and Sea Level Rise

Dr. Gary Mitchum, Professor and Associate Dean, College of Marine Science, University of South Florida, gave the presentation. He said, "Climate change is a very wide ranging problem, and we need to do a very wide ranging assessment." He said that water levels are rising at an accelerated rate according to data from a year and a half ago. Sea level has risen about 6 inches in St. Petersburg since World War II. That is important because flooding causes problems with tourism. St. Petersburg has entered a period where the flood day rate will triple this year.

He said that the problem wasn't just the water coming up, but also coming down. "Heavy rainfall events" were just as big a concern as water levels rising. He said, "As the air temperature warms, the air can hold more water, at a rate of a 7% increase every two degrees. We might be getting the same amount of water, but instead of it raining for two hours, it comes in 30 minutes." The infrastructure was built 50 years ago and the pipes aren't big enough to handle the higher rate of rainfall per minute. Since the 1960's, Florida has seen a 40% increase in heavy rainfall events.

Member Questions

Senator Perry asked how far back did the data about sea levels rising go? Dr. Mitchum said the reason he used World War II as the starting point was because that was when the tide gauge started in St. Petersburg. He said Florida did not have a lot of tide gauge records for as much shoreline it had. Senator Perry asked what a heavy rainfall event was. Dr. Mitchum said he would send him a link that explained in more detail.

Senator Stewart said she was glad that citizens no longer denied climate change. She asked what other effects of climate change had Dr. Mitchum seen besides water rising. Dr. Mitchum said that Florida was going to have heat stress related events and the tropics were expanding.

Senator Cruz asked why were sea levels rising at an accelerated rate? Dr. Mitchum said, "The temperature is increasing, and the ice from Antarctica and Greenland is melting faster and faster." Senator Cruz asked what a flooding day was. Dr. Mitchum said a flooding day was when the water level reached four feet higher than sea level and water started to substantially pour into the streets.

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Senator Hutson asked if Dr. Mitchum had any data about where Florida ranked in emissions with other areas of the world. Dr. Mitchum said that even though the emissions in places like India and China are larger, the United States leads the world of emissions per capita.

Senator Rodriguez asked how long it would take for sea levels to stop rising at an accelerated rate once Florida got its emissions under control? Dr. Mitchum said it wouldn't stop rising sea levels immediately, but it would decrease the rate of warming and the level that it ultimately reaches.

State Infrastructure Resiliency

Dr. Julia Nesheiwat, Chief Resilience Officer, Executive Office of the Governor, spoke first. She said she had been traveling throughout the state to see what initiatives cities had in place to protect infrastructure. She said the definition of resiliency was the ability to adapt to changing conditions and prepare for, withstand, and recover from disruption. She said the biggest disruptions to Florida were strong winds and an abundance of water.

She said DEP had reported for the past 5 years of spending \$313 million to fight accelerating sea level rise. The DOT has spent about \$2 billion in the last five years and is updating its plan to handle weather and climate issues Florida will face. She said the Florida Sea Port Council had just put out its resiliency report, which would be great for Florida's economy. The Division of Emergency Management has spent about \$177 million over the past 5 years on a resiliency plan. DEO has spent about \$150 million on a resiliency plan. DOH has recently contracted with FSU to continue the BRACE program.

Will Watts, Chief Engineer, Florida Department of Transportation, spoke next about the best practices with the agency and how they had evolved over time responding to climate change and the resiliency issue. He said his agency's definition of resiliency was the ability to plan, evolve, and maximize the service life of their facilities. He said the agency was comprised of three parts: hurricane resistance, flooding due to local rain events, and sea level rise.

When the agency designed new structures, they accounted for a 75-year life. Draining structures were designed for up to 100 years. They also used new technologies to combat corrosion. The agency learns after each storm event and evolves its protection plan. Each project the agency created maximized the economic benefits.

Huiwei Shen, Chief Planner, Florida Department of Transportation, Office of Planning, spoke last. She said, "The overall framework guiding transportation planning decisions and investment for the department is called the Florida Transportation Plan, which is mandated by federal and state laws." She said the department was currently in the process of updating the plan and the goals and objectives. She said currently, the department had a FTP Resilience Subcommittee to discuss transportation resilience trends, issues, and initiatives. The FTP update should be completed by December 2020.



Another key initiative was related to the strategic intermodal system. The Legislature created the strategic intermodal system in 2003 to focus transportation investments on Florida's high priority transportation facility. The department has undertaken a vulnerability assessment of the Strategic Intermodal System. Phase one of the assessment has been completed.

DOT also provided guidance to its partners who have implemented new requirements from the federal transportation legislation.

Member Questions

Senator Stewart asked Ms. Shen how would M-CORES's task force consider climate change and resiliency in its planning? Ms. Shen said the environment was a key priority when planning for M-CORES.

Senator Lee asked when phase two would be completed and would that give the department an updated projection of rising sea level anticipation? Ms. Shen said the second phase of the study would not cover that issue.

Planning for Resilience: Regional Plans to Local Action, Infrastructure Resilience and Climate Change

Dr. Jennifer Jurado, Chief Resiliency Officer and Division Director, Broward County Environmental Planning and Community Resilience Division, gave the presentation. She said the regional climate challenges were: sea level rise, extreme rainfall, increased storm intensity, heightened storm surge, saltwater intrusion, beach erosion, and natural systems. Increasing flood risk caused economic disruption and overwhelming of systems. High tide has been extremely problematic this year, but the worst of it was in September. Some varied site specific investments to fix the high tide problem are storm water pumps, surge control gates, elevated sea walls, and one-way storm valves.

Ten years ago, South Florida counties came together because of shared interests with stopping flooding and rising water levels and created the Southeast Florida Regional Climate Change Compact and agreed to developing common planning tools, developing a regional framework for planning, and convene regularly to assess the progress. She said the rising sea level would be devastating to South Florida's drainage systems, wastewater systems, septic systems, and water management operations.

She said severe weather and sea level rise was increasingly impacting our communities. Local governments were collaborating and investing with several state supported projects. While efforts were robust, resilience required consistency in planning, standards, and investments as part of interconnected projects and systems. Level of service performance required that planning and design accounted for sea level rise and future conditions across projects and programs from planning through construction.

5. Experience of the Proposer

A. PROVIDE A LIST OF OTHER FLORIDA CITIES OR COUNTIES YOUR FIRM HAS REPRESENTED. INCLUDE CONTACT INFORMATION OF YOUR POINT OF CONTACT AND YEARS YOUR FIRM HAS REPRESENTED THOSE ENTITIES.

Bay County Board of County Commissioners

Mr. Robert Majka
County Manager
840 West 11th Street
Panama City, FL 32401
T: 850.248.8140
Email: bmajka@baycountyfl.gov
Length of Service: 1 year

Broward County

Mr. Eddie Labrador
Office of Intergovernment Affairs and Professional Standards
115 S. Andrews Avenue Rooms 426/427
Fort Lauderdale, FL 33301-1802
T: 954.357.7575
F: 954.357.6573
Email: elabrador@broward.org
Length of Service: 4 years

City of Coral Gables

Ms. Naomi Levi Garcia
Assistant City Attorney
405 Biltmore Way
Coral Gables, FL 33134
T: (305) 460-5248
Email: nlevi-garcia@coralgables.com
Length of Service: 3 years

City of Crystal River

Mr. Ken Frink
City Manager
123 NW U.S. Highway 19
Crystal River, FL 34428
T: 352.795-4216, ext. 301
Email: kfrink@crystalriverfl.org
Length of Service: 5

City of Lakeland

Mr. Tony Delgado
228 S. Massachusetts Avnue
Lakeland, FL 33801
T: 863.834.6260
Email: tony.delgado@lakelandgov.net
Length of Service: 5 years

City of Miami Beach

Ms. Gloria Baez, J.D.
Chief of Staff, Office of the Mayor and Commission
1700 Convention Center Drive
Miami Beach, FL 33139
T: 305.673.7035
Email: gbaez@miamibeachfl.gov
Length of Service: 4 years

City of Orlando

Mr. Kyle Shephard
Director of Intergovernmental Relations
400 S. Orange Avenue, 3rd Floor
Orlando, FL 32801
T: 407.246.3475
Email: kyle.shephard@cityoforlando.Net
Length of Service: 6 years

City of Palm Coast

Mr. Matthew Morton
City Manager
160 Lake Avenue
Palm Coast, FL 32164
T: 386.264.1050
Email: mmorton@palmcoastgov.com
Length of Service: 3 years

City of Panama City

Mr. Mark McQueen
City Manager
501 Harrison Avenue
Panama City, FL 32401
T: 850.872.3010
Email: mmcqueen@pcgov.org
Length of Service: 1 year

City of Plant City

Mr. Bill McDaniel
302 W. Reynolds Street
Plant City, FL 33563
T: 813.659.4230
Email: mherr@plantcitygov.com
Length of Service: 3 years

City of Sanford

Mr. Norton Bonaparte
City Manager
P.O. Box 1788
Sanford, FL 32772
T: 407.688.5009
Email: norton.bonaparte@Sanfordfl.gov
Length of Service: 3 years

Desoto County Board of County Commissioners

Ms. Mindy Hines
County Administrator
201 E. Oak Street, Suite 200
Arcadia, FL 34266
T: 863.933.4800
Email: m.hines@desotobcc.com
Length of Service: 6 years

Florida Keys Aqueduct Authority

Mr. Kerry Shelby
Deputy Executive Director
1100 Kennedy Drive
Key West, FL 33040
T: 305.296.2454
Email: kshelby@fkaa.com
Length of Service: 9 years

Hernando County

Mr. Jeffrey Rogers
County Administrator
20 N. Main Street, Room 263
Brooksville, FL 34601
T: 352.754.4002
Email: jrogers@co.hernando.fl.us
Length of Service: 7 years

Hillsborough County

Ms. Brandon Wagner
Operations & Legislative Affairs Officer
County Center 26th Floor
601 E. Kennedy Blvd.
Tampa, FL 33602
T: 813.276.2640
Email: WagnerB@HillsboroughCounty.ORG
Length of Service: 2 years

Miami-Dade County

Ms. Jess McCarty
Assistant County Attorney
Suite 2810 Stephen P. Clark Center
111 N.W. 1st Street
Miami, FL 33128
T: 305.375.1634
Email: jmm2@miamidade.gov
Length of Service: 2 years

Osceola County

Ms. Don Fisher
County Manager
1 Courthouse Square, Suite 4700
Kissimmee, FL 34741
T: 407.742.2390
Email: dfs@osceola.org
Length of Service: 5 years

Pinellas County Board of County Commissioners

Mr. Brian Lowack
315 Court Street
Clearwater, FL 33756
T: 727.464.5758
Email: blowack@pinellascounty.org
Length of Service: 2 years

Putnam County

Mr. Terry Suggs
County Administrator
2509 Crill Avenue, Suite 200
Palatka, FL 32177
T: 386.329.0212
Email: terry.suggs@putnam-fl.com
Length of Service: 6 years

Sarasota County

Mr. Robert Lewis
1660 Ringling Blvd.
Sarasota, FL 34236
T: 904.444.9532
Email: rlewis@scgov.net
Length of Service: 6 years

Seminole County

Ms. Tricia Johnson
Deputy County Manager
1101 East First Street
Sanford, FL 32771
T: 904.444.9532
Email: tajohnson@seminolecountyfl.gov
Length of Service: 5 years

Town of Medley

The Honorable Roberto Martell
Mayor
7777 NW 72nd Avenue
Medley, FL 33166
T: 305.887.9541
Email: martell@townofmedley.com
Length of Service: 5 years

Town of Miami Lakes

Mr. Alex Rey
Town Manager
6601 Main Street
Miami Lakes, FL 33014
T: 305.364.6100
F: 305.558.8511
Email: reya@miamilakes-fl.gov
Length of Service: 5 years

Town of Southwest Ranches

Mr. Andy Berns

Town Administrator

13400 Griffin Road

Southwest Ranches, FL 33330

T: 954.434.0008

F: 954.434.1490

Email: aberns@southwestranches.org

Length of Service: 6 years

Volusia County

Mr. John Booker

Government Affairs

123 W. Indiana Avenue

DeLand, FL 32720

T: 386.740.5160

Email: jbooker@volusia.org

Length of Service: 2 years

B. DESCRIBE YOUR FIRM'S EXISTING RELATIONSHIP(S) WITH STATE OF FLORIDA LOCAL LEGISLATIVE DELEGATION AND WITH OTHER KEY LEGISLATORS AND SUPPORT STAFF.

Recognized as a bipartisan firm, the partners and personnel of The Southern Group are drawn from both political parties and have among them close working relationships with key legislators and staff on both sides of the aisle. The Southern Group has six regional offices throughout Florida and, as such, is 'local' in every major metropolis where legislators are clustered. Because of our local presence all over the state, our lobbyists spend the majority of the year working and socializing with legislators. This advantage shows in our results: over \$4 million for the Town since we have been representing Miami Lakes.

The Southern Group's relationships with key officials in both the legislative and executive branches as well as in both parties, is unrivaled. Our team constantly analyzes its relationships with public officials. The size and experience of our team allow it to continually build and improve relationships with the ever-changing cast of state leaders and workers who create and implement policy. With six offices throughout Florida and a strong presence in Tallahassee, The Southern Group maintains relationships with key state leaders across Florida. The team assembled to represent the Town also has great working and deeply personal relationships with the Miami-Dade Delegation which includes Senators Manny Diaz, Jr. (R), Anitere Flores (R), Annette Taddeo (D), Oscar Braynon (D), Jose Javier Rodriguez (D), as well as Speaker Jose Oliva (R), Ana Maria Rodriguez (R), Juan Fernandez-Barquin (R), Cindy Polo (D), Vance Aloupis (R), Briyan Avila (R), Anthony Rodriguez (R), Holly Raschein (R), Dottie Joseph (D), Minority Leader Kionne McGhee (D), James Bush (D), Joseph Geller (D) and Nick Duran (D) and others. Their support is critical to implementing the Town's legislative agenda in Tallahassee. Perhaps most importantly, many of the partners in the Firm have great and personal relationships with key committee chairmen and ranking members of the Legislature from all over Florida who will be instrumental in achieving the goals of the Town, including those legislators that chair the House and Senate Appropriations Committees and Subcommittees, the House Agriculture & Natural Resources Appropriations Subcommittee, the Senate Community Affairs Committee, and the Senate Commerce and Tourism Committee. In addition to our relationships with the Legislative Branch leaders and members, The Southern Group enjoys a strong, personal and supportive relationship with the Executive Branch: Governor Ron DeSantis and Lieutenant Governor Jeanette Nuñez.

As a result of the sheer size of The Southern Group, the number of lobbyists we have throughout Florida and the incredible work ethic of our team, The Southern Group has great relationships with just about every elected official and high-level staffer in Tallahassee and throughout Florida, all of which can be utilized in advocating on behalf of the Town's priorities. A good lobbyist can open doors, but a great lobbyist can open doors and intelligently discuss the issues that matter to the client with the right people, complimenting their relationships with subject matter expertise.

C. DESCRIBE THE SCOPE AND EXTENT OF ANY SPECIALIZED EXPERTISE IN ANY AREA OR ISSUE, INCLUDING, BUT NOT LIMITED TO, TRANSPORTATION, HUMAN SERVICES, STATE BUDGET/APPROPRIATIONS, LAND USE, PUBLIC SAFETY, WATER RESOURCES, ENVIRONMENT, GENERAL URBAN ISSUES, EDUCATION AND CHILDREN, ETC.

Due to the fact that virtually every member of The Southern Group firm has served in government, our expertise is second to none. Some of our lobbyists served as legislative aides enabling them to familiarize themselves with the "process" as well as a gambit of issues while others served as agency heads or executive directors giving them subject matter expertise.

Nelson Diaz began his political career working for then-State Representative Marco Rubio where he learned the "ins and outs" of the legislative process. Upon graduating from law school *cum laude*, he began lobbying in 2005. He has successfully represented clients for The Southern Group since 2013. He has unmatched experience with the appropriations process and with municipal clients as well as expertise in policy areas including campaigns, economic and business development, family law, gaming, housing, land use and development, transportation, and tourism.

Kate DeLoach spent six years working for Representative Holly Raschein (R), the current Chair of the House Appropriations Committee on Agriculture and Natural Resources. She has extensive experience as an advocate for local government policy and appropriation priorities at the state level, particularly in the area of water resources: natural resource protection, transportation and tourism.

For our Orlando Office:

Oscar Anderson has successfully advocated for hundreds of businesses and organizations at the local and state levels of Florida government, specializing in areas such as budgeting, growth management, and housing.

Kelly Cohen is a lobbyist, strategist, and fundraiser whose work building partnerships between government and industry in Florida has made her a perennial figure on the region's "Most Powerful" lists. Kelly is well known for bringing individuals, governments and businesses together to get results.

From our Jacksonville Office:

Matt Brockelman has helped secure millions of dollars in local and state funding for clients in the public and private sector, with expertise in numerous policy areas, including energy, environment, financial services, K-20 education, real estate development, technology, and transportation.

Carlo Fassi's years in politics have helped him establish a deep network of personal relationships and develop expertise in a range of policy areas, including education, energy, and local government.

A Jacksonville native, Deno Hicks began his career in the engineering and consulting industry, but he has consistently directed his attention to public policy. Deno has successfully represented a variety of industries, including education, the energy sector, health care, maritime, outdoor advertising, real estate, transportation, telecommunications, and water utilities, and has worked on local/state incentives and procurement support.

From our Tallahassee Office:

Brian Bautista combines years of political acumen with legal experience helping start-ups and disruptors to navigate the perils of taking on entrenched industries.

As the Chairman and Founder of The Southern Group, Paul Bradshaw has dealt with a broad range of major public policy initiatives, including those directed at development, environmental protection, and public education. Paul's involvement in both the mechanics of government and bare-knuckle politics gives him a rare ability to grasp the policy and political implications of lobbying issues.

David Browning joined The Southern Group's Tallahassee office in 2011 after a 12-year career as one of Florida's top political campaign operatives, with particular expertise in the appropriations process.

Rachel Cone and Chris Dudley have extensive knowledge about the transportation industry. In 2017, Rachel served as the interim secretary for the Florida Department of Transportation (FDOT), where she successfully shepherded the department's policy agenda and \$11 billion budget across the finish line of the 2017 legislative session. In 2019, Chris was recognized as a Pioneer Advocate for the Florida trucking industry. He has also been recognized as one of the two longest-serving state lobbyists for CVS Health.

Mercer Fearington has expertise in numerous policy areas, including agriculture, appropriations, banking and finance, economic and business development, energy, health care, intellectual property, land use and development, manufacturing, oil and gas, public and private partnerships, public safety, telecommunications, transportation, and water.

Prior to joining The Southern Group, James McFaddin, was the legislative affairs director and then later chief of staff at the Florida Agency for Health Care Administration. As chief of staff, James was instrumental in the management and operations of the agency, including the Florida Medicaid Program, the regulation of Florida's health care facilities, and oversight of the Agency's \$20+ billion budget.

An expert in policy and administration, Paul Mitchell has served on several boards and commissions, including the ERP (Enterprise Resource Planning) Integration Task Force, a statewide effort initiated by the legislature to improve financial management of taxpayer dollars and modernize state personnel systems.

.An expert in policy and administration, Paul Mitchell has served on several boards and commissions, including the ERP (Enterprise Resource Planning) Integration Task Force, a statewide effort initiated by the legislature to improve financial management of taxpayer dollars and modernize state personnel systems.

Erin Rock has led the Department of Management Services for the past six years, the final two in the role of agency secretary. Under Erin's leadership, DMS adopted an aggressive agenda on behalf of its one million customers. Erin repeatedly ensured budget and policy victories with the Florida legislature and successfully executed some of the largest projects and procurements in the agency's history. Erin was also credited by the Florida Technology Council in 2018 for her success in strengthening DMS's relationships with Florida's technology industry.

Clark Smith's expertise spans a broad range of policy issues, including appropriations, campaigns, energy, gaming, health care, insurance, land use and development, manufacturing, marine science, outdoor advertising, public safety, technology, telecommunications, transportation, travel and tourism, utilities, and water.

Jim Smith joined The Southern Group's Tallahassee office in 2011 after serving Florida and its citizens for more than 40 years. Elected to two terms as Florida's attorney general, Jim was known for his zeal in fighting crime and protecting Florida's consumers.

Monte Stevens has developed expertise in numerous policy areas, including banking and finance, economic and business development, insurance, medical marijuana, public and private partnerships, and strategic planning.

Sheela VanHoose is an education advocate who has worked for large public, private and nonprofit entities. She has worked across multiple states and has successfully secured over \$64 million in legislative appropriations for computer science professional development. From our Tampa Office:

From our Tampa office:

Laura Boehmer has almost 20 years of experience working with local, state, and federal governments. Having worked as high-level staff inside local government, Laura focuses much of her practice on assisting city and county governments to achieve their goals.

Seth McKeel joined The Southern Group's Tampa office as Managing Partner in 2014 after a long and distinguished career in public service. Seth has developed expertise in numerous areas, including economic and business development, energy, health care, land use and development, marine science, policy, public and private partnerships, telecommunications, transportation, and water.

Sydney Ridley spent six years as the chief legislative aide to House Majority Leader Dana Young, working at the highest level of the Florida House of Representatives and directing all priority policy and budget initiatives. As a result, Sydney has cultivated relationships with legislative staff, agency heads, and elected officials.

As previously mentioned, ALL of The Southern Group's lobbyists are a resource to the Town and the proposed Team Leaders Nelson Diaz and Kate DeLoach. Our team regularly draws on the expertise, knowledge and relationships of each partner.

IDENTIFY CURRENT OR PAST PUBLIC ENTITY CLIENT FOR WHICH YOU HAVE PROVIDED SUCH SERVICES WITH EXAMPLES.

To exhibit some of our most recent efforts and successes, we have included some examples below:

Broward County

2019: The Southern Group worked with Broward County and the sponsors of legislation in the House and Senate to help protect home-rule in Broward County as it pertained to towing of vehicles within their jurisdiction.

2018: Among other successes, The Southern Group helped pass legislation affecting permitting processes during declared states of emergencies.

2016: The Southern Group secured \$1,000,000 in additional funding for Homeless Coalitions across the state. The Southern Group passed a bill to amend various provisions of the Value Adjustment Board process. The Southern Group amended unfavorable language for a bill imposing new requirements on taxing authorities for posting information on their websites.

City of Miami Beach

2019: The Southern Group successfully advocated for the inclusion of language in several policy bills to protect the City's interests including language to preserve architecturally significant building features and ensuring local governments still have the ability to control scooters.

2018: The Southern Group secured \$200,000 in the budget for the North Beach Business Incubator to promote economic development and help create jobs through a public/private partnership.

2017: The Southern Group worked collaboratively with other stakeholders to oppose efforts to reduce local control over issues impacting the City.

2016: The Southern Group secured \$250,000 in funds for Miami Beach for new 20 inch ductile iron pipe water distribution main on SR907/Alton Rd. from Michigan Ave. to North Bay Rd. The Southern Group passed priority legislation for Miami Beach that will prohibit boaters from anchoring overnight in newly designated zones in Miami-Dade and Broward counties.

Town of Medley

2019: The Southern Group secured \$500,000 for the Town of Medley to fund the NW South River Drive Street Drainage and mobility project. These funds were used to construct necessary roadway improvements along a deteriorated segment of roadway including drainage improvements and pedestrian facilities.

2018: The Southern Group secured \$500,000 for the Town of Medley to fund the 96th Street Drainage project.

2017: The Southern Group secured \$500,000 for the Town of Medley to fund the NW South River Drive Street Drainage and mobility project. These funds were used to construct necessary roadway improvements along a deteriorated segment of roadway including drainage improvements and pedestrian facilities.

2016: The Southern Group secured \$600,000 for seawall repair. The seawall will provide a solid barrier between the water body and land that will protect property and roadway. This protection will function to prevent erosion and other hazards.

Town of Miami Lakes

2018: The Southern Group successfully advocated for the inclusion of \$500,000 in the budget to fund the West Drainage Improvements projects as well as \$500,000 to address stormwater and flooding issues through the Royal Oaks Drainage project.

2017: The Southern Group secured a \$1,000,000 appropriation for the Town for the Canal Bank Stabilization of Drainage Canal Phase 2 project.

2015: The Southern Group was retained to be proactive in monitoring, taking positions, and lobbying on state budgeting and legislation, which impacts the Town of Miami Lakes, particularly in the areas of public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environment, park development, park land acquisition, revenue enhancement, and unfunded mandates. The Southern Group secured \$300,000 in funding for Lake Sarah drainage improvements.

2014: The Southern Group secured \$1.3 million in funding during 2014 Legislative Session for water, flooding, and canal bank stabilization program.

Town of Southwest Ranches

2019: The Southern Group secured two important appropriations for the Town in 2019 including \$375,000 to install additional safety guardrails at critical intersections and \$200,000 to complete a critical drainage project on Dykes Road.

2018: The Southern Group secured one important appropriations for the Town in 2018 which was \$500,000 to complete a critical drainage project in Green Meadows.

2017: The Southern Group secured three important appropriations for the Town in 2017 including \$375,000 to install additional safety guardrails at critical intersections and \$340,000 to complete a critical drainage project.

2016: The Southern Group secured \$300,000 to install additional guardrail between the road and the canal bank from SW 142nd Avenue to SW 148th Avenue and between SW 136th Avenue to the 12600 block of Stirling Road (approximately 4,200 linear feet total.) The Southern Group defeated legislation that would preempt local government banning the practice of fracking.

2015: The Southern Group secured several million dollars for local road and water projects for this rural town in Broward County. The Southern Group also defended against attempts by neighboring cities to change the rural lifestyle of the Town, and defeated legislation that the Town felt could harm them.

2014: The Southern Group secured \$1,246,446 in funding during the Legislative Session for drainage, road, and guardrail projects. The Southern Group was responsible for approximately \$10 million in enhanced funding.

D. PROVIDE SUGGESTIONS FOR FUNDING AND POLICY AREAS THAT MAY BE BENEFICIAL FOR THE TOWN TO PURSUE.

As we have done in the past for the Town of Miami Lakes, identifying policy areas that can have a net positive impact on the Town's budget is always a creative to increase funding for the Town that has two positive effects. We would suggest exploring those options as well as traditional funding areas like infrastructure, water projects and elderly meals and the grant process through the executive branch.

E. PROVIDE INFORMATION RELATING TO INDUSTRY RATINGS OR SPECIAL RECOGNITION RECEIVED BY THE PROPOSER FOR LOBBYING REPRESENTATION SERVICES, IF APPLICABLE.

The Southern Group was named the "Most powerful lobbying firm in Florida: by the *St Petersburg Times*

Nelson Diaz – "Top 100 Most Influential People in Florida" *Influence Magazine* (2015 and 2018), Legislative Award of Merit from the Florida Bar (2013-2016); Bud Cramer Award, National Children's Alliance (2014); Appointed to Good Government Initiative of University of Miami (2015)

Kate DeLoach - selected to Leadership Monroe County's Class 24, served for six years as the district and legislative aide to State Representative Holly Raschein (R-Key Largo), which gave her invaluable experience navigating the legislative process and addressing policy and appropriations issues.

FORMER GOVERNMENT POSITIONS

TALLAHASSEE	<p>Director of Public Affairs, US Consumer Product Safety Commission Attorney General Secretary of State State Budget Director Assistant General Counsel to the Governor Chief of Staff for the Governor Deputy Chief of Staff for the Governor (2)</p> <p>Agency Directors:</p> <ul style="list-style-type: none"> - Office of Policy and Budget - Department of Community Affairs <p>Chiefs of Staff:</p> <ul style="list-style-type: none"> - Department of Education - Department of Financial Services - Agency for Health Care Administration - Department of Insurance Regulation (+Deputy Chief) <p>Department of Transportation Secretary of Finance & Administration</p>
ORLANDO	<p>Deputy Chief of Staff at US Department of Housing & Urban Development Chief of Staff at Department of Community Affairs Senior Advisor to Mayor of City of Orlando Chief Lobbyist for Orange County Chairman</p>
TAMPA BAY	<p>State Representative Appropriations Chair Chief State and Federal Lobbyist for the City of St. Petersburg Chief Legislative Aide</p>
JACKSONVILLE	<p>Florida Liaison to the White House Gubernatorial Appointee to Florida Greenways and Trails Council Planning Commissioner for City of Jacksonville University of North Florida Trustee Waterways Commissioner for City of Jacksonville</p>
MIAMI	<p>3 Legislative Aides, Florida House of Representatives Miami-Dade County Community Council</p>
KEYS	<p>Legislative Aide, Florida House of Representatives</p>



LOCAL



STATE



FEDERAL

6. Professional References

REFERENCES

A. PROVIDE THREE (3) REFERENCES FOR THE KEY STAFF RECOMMENDED TO PROVIDE SERVICES. INCLUDE THE REFERENCE CONTACT NAME, NAME OF ENTITY, ADDRESS, WORK TELEPHONE NUMBER, AND EMAIL ADDRESS FOR EACH REFERENCE.

City of Coral Gables

Naomi Levi Garcia
Assistant City Attorney
405 Biltmore Way
Coral Gables, FL 33134
T: (305) 460-5248
Email: nlevi-garcia@coralgables.com
Length of Service: 3 years

Town of Medley

The Honorable Roberto Martell
Mayor
7777 NW 72nd Avenue
Medley, FL 33166
T: 305.887.9541
Email: martell@townofmedley.com
Length of Service: 5 years

Town of Southwest Ranches

Mr. Andy Berns
Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
T: 954.434.0008
F: 954.434.1490
Email: aberns@southwestranches.org
Length of Service: 6 years

7. Forms



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: RFP No. 2020-19

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:


Addendum No. <u>1</u>	Dated <u>12-20-19</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

No Addendum issued for this Solicitation

Firm's Name: The Southern Group of Florida, Inc.

Authorized Representative's Name: Nelson D. Diaz

Title: Managing Partner

Authorized Signature: 



RFP 2020-09

State Lobbying Services

Addendum #1

Due Date: 11:00 AM, December 27, 2019

This addendum is incorporated into and made a part of the Request for Proposals ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Questions and Answers:

1. Which insurance carrier is required under Question 6 of Form CQQ – Company Qualifications Questionnaire?

Response: Please provide the insurance that is required on Section A7 of the Contract.

2. What is Experience Modification Rating (EMR)?

Response: Experience Modification Rating (EMR) is a number used by insurance companies to gauge both past cost of injuries and future chances of risk. EMR may not apply to this solicitation.

3. Who is considered the qualifier in Form CQQ – Company Qualifications Questionnaire?

Response: This does not apply to this solicitation.

4. Does having a subconsultant as part of the team necessitate a Teaming Agreement?

Response: A Teaming Agreement is only necessary when two (2) or more firms team up to submit a single proposal.

Acknowledgement:

Nelson D. Diaz

Name of Signatory

Managing Partner

Title

12/20/2019

Date

Signature

The Southern Group of Florida, Inc.

Name of Bidder

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of The Southern Group of Florida, Inc. a corporation organized and existing under the laws of the State of Florida, held on the 9 day of December, 2019 a resolution was duly passed and adopted authorizing (Name) Nelson Diaz as (Title) managing partner, miami office 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 9 day of December, 2019.

Secretary: Adria Cavany

Print: Adria Cavany

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership 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 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 ___ day of _____, 20__.

Partner: _____

Print: _____

**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: _____

NOTARIZATION

STATE OF Florida)

COUNTY OF Leon) SS:

The foregoing instrument was acknowledged before me this 20 day of December, 2019, by Adria Cavany, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

[Signature]
SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

Kathryn Aleene Whitehurst
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

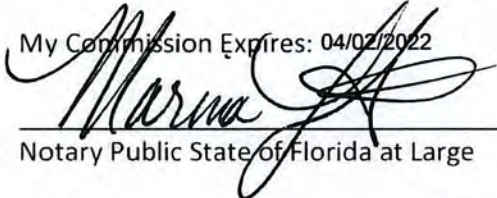
STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

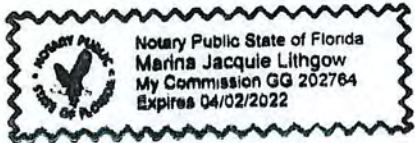
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and The Southern Group of Florida, Inc. or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Title: Managing Partner - Miami

BEFORE ME, the undersigned authority, personally appeared Nelson Diaz to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 20 day of December, 2019.

My Commission Expires: 04/02/2022

Notary Public State of Florida at Large



COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and 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; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: The Southern Group of Florida, Inc.

Authorized representative (print): Nelson D. Diaz

Authorized representative (signature):  Date: December 20, 2019

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

The Southern Group of Florida, Inc. _____

December 20, 2019 _____

Company Name: _____

Date


Authorized Signature: _____

Nelson D. Diaz, Managing Partner - Miami

Printed Name and Title



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: The Southern Group of Florida, Inc. Solicitation No.: RFP NO. 2020-09

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

None

Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

None

Last name	First name	Relationship


Authorized Signature

December 20, 2019
Date:

Nelson D. Diaz
Print Name

Managing Partner - Miami
Title:

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by Nelson D. Diaz, Managing Partner - Miami

[print individual's name and title]

for The Southern Group of Florida, Inc.

[print name of entity submitting sworn statement]

whose business address is

9155 S. Dadeland Blvd., Suite 1604

Miami, FL 33156

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3584976

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

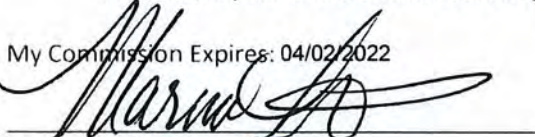
_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Nelson D. Diaz to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 20 day of December, 2019.

My Commission Expires: 04/02/2022

Notary Public State of Florida at Large




Nelson Diaz

Form PEC



Influence creates opportunity.
Let us show you how.

For questions about this proposal, please contact:

Nelson D. Diaz, Managing Partner-Miami

diaz@thesouthern.com

(305) 421-6304

TheSouthernGroup.com



EXHIBIT B –TEAM

KEY STAFF

NAME	JOB CLASSIFICATION
Nelson D. Diaz	
Kate DeLoach	