

RESOLUTION NO. 15 - 2338

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA WAIVING THE BID PROCESS FOR CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO SECTION 3-13(2) OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH GOMEZ BARKER FOR LOBBYING SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Town of Surfside desires that Gomez Barker make available its lobbying services in support of its government relations and public affairs efforts at both the state and local levels; and

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

WHEREAS, pursuant to Section 3-13(2) of the Town Code, the agreement with Gomez Barker for lobbying is a contract for professional services exempted from competitive bidding; and

WHEREAS, the Town Commission of the Town of Surfside, Florida finds it is in the best interest of the Town to authorize the Town Manager to enter into the Agreement (Attachment "A") with Gomez Barker for lobbying services, at a professional compensation rate of \$42,000.00 per year, payable in equal monthly installments; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to enter into an Agreement. The Town Commission hereby authorizes the Town Manager to enter into an Agreement (Attachment "A") with Gomez Barker for lobbying services.

Section 3. Implementation. That the Town Manager is hereby authorized to take any action which is necessary to implement the purpose of the Agreement and this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately from adoption hereof.

PASSED AND ADOPTED this 8th day of December 2015.

Motion by Commissioner Karukin,

Second by Commissioner Olchyk.


FINAL VOTE ON ADOPTION

Commissioner Barry Cohen
Commissioner Michael Karukin
Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

YES
YES
YES
ABSENT
YES




Daniel Dietch, Mayor

ATTEST: 

Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2015, between the Town of Surfside, Florida (hereinafter referred to as "SURFSIDE") and Gomez Barker Associates, Inc. (hereinafter referred to as "Gomez Barker").

WHEREAS, SURFSIDE desires that Gomez Barker make available its services as specified in this document, in support of its government relations and public affairs efforts at both the state and local levels; and

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

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

1. The period of this Agreement shall be from _____ 2015 until _____ 2016. This Agreement will renew automatically for additional year(s) on the anniversary date(s) unless terminated by either party within thirty (30) day written notice prior to the expiration date.
2. For the performance of the services described in the attached Schedule A (Scope of Work), SURFSIDE shall pay Gomez Barker the compensation provided for in the attached Schedule B (Compensation).
3. Gomez Barker agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Gomez Barker must perform the services based, in part, on information provided by SURFSIDE and Gomez Barker shall be entitled to rely on such information. Gomez Barker agrees that any such information provided to it shall only be used for the performance of this engagement.
4. It is understood and agreed that Gomez Barker is acting as an independent contractor and not as an employee of SURFSIDE. Accordingly, Gomez Barker shall not attain or be entitled to any rights or benefits of the TOWN, nor any rights generally afforded classified or unclassified employees. Gomez Barker's employees shall not be deemed an employee of SURFSIDE. Gomez Barker shall be responsible for the payment of all taxes and withholdings in connection with earnings. SURFSIDE will report fees earned by GOMEZ BARKER to the Internal Revenue Service on IRS Form 1099.
5. Gomez Barker agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.

6. This Agreement may not be assigned or transferred, in whole or part, without the prior written consent of SURFSIDE.
7. Gomez Barker shall not be prohibited from representing or providing like services to other persons or entities besides SURFSIDE, so long as Gomez Barker avoids any representation or relation that would create an adversarial conflict with SURFSIDE's interests, as determined by the SURFSIDE Town Attorney and Town Commission. Gomez Barker shall not take on any client or matter which would jeopardize Gomez Barker's ability to devote the time, resources and effort necessary to fulfill its obligations to SURFSIDE under this Agreement. In the event of a conflict, the Town Attorney shall place on a public meeting agenda of the Town Commission a written explanation of the matter, including an explanation of the implications of the subject common representation and the advantages and risks involved, along with recommended action. If, after being fully informed, the Town Commission consents to waive the conflict by a majority vote of the Commission, Gomez Barker may represent the client or matter.
8. Termination of Agreement:
 - A. Termination Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon ten (10) calendar days written notice to Gomez Barker. In the event of such termination, Gomez Barker shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of SURFSIDE up through the date of termination. Under no circumstances shall SURFSIDE make payment for services that have not been performed.
 - B. Termination With Cause – This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Gomez Barker abandons this Agreement or causes it to be terminated by SURFSIDE, Gomez Barker shall indemnify SURFSIDE against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to replacement services.
9. Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

Town Manager Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Fausto Gomez

Gomez Barker Associates, Inc.
2350 Coral Way
Coral Gables, FL 33145

10. A waiver by either party of any of the terms and conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same.
11. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings, written or oral, prior to the signing of this document.
12. Compliance with Applicable Law: This Agreement shall be governed by the laws of the State of Florida. Gomez Barker covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Gomez Barker covenants that it will conduct no activity or provide any service that is unlawful or offensive. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Miami-Dade County, Florida and consent to the personal and exclusive jurisdiction and venue of these courts.

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

TOWN OF SURFSIDE
A Florida Municipal Corporation

Gomez Barker Associates, Inc.

By: _____
 Guillermo Olmedillo Date
 Town Manager
 Town of Surfside
 9293 Harding Avenue
 Surfside, Florida 33154

By: _____
 Fausto Gomez Date
 Gomez Barker Associates, Inc.
 2350 Coral Way,
 Coral Gables, FL 33145

Attest:

 Sandra Novoa, MMC, Town Clerk

**Approved as to Form and
 Legal Sufficiency for the Town of Surfside only:**

 Linda Miller, Town Attorney

SCHEDULE A

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

- 1. Intelligence and Communication** – Fundamental to the ability to impact state and/or local policy or obtain financial support is a basic comprehension of the law and administrative rules; the ability to learn of the existence and content of proposals to modify them; and the competency to evaluate the effect of those changes. By knowing how government works and having access to information and the ability to assess it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of SURFSIDE.

The principal and staff of Gomez Barker regularly review legislative reports and meet with legislators, legislative staff, and executive and agency personnel in order to determine what issues or initiatives they are planning or are of concern. This provides an appreciation of the prospects for securing resources or favorable changes to law and has proved useful in helping understand the policy and budgetary context in which decisions are likely to be made as well as for formulating a successful legislative approach. Prior to the beginning of the legislative calendar, Gomez Barker would “trail balloon” SURFSIDE’s legislative plan in order to obtain first-hand knowledge of how decision-makers would view and receive it and what modifications, if any, may need to be made.

- 2. Preparation** – Gomez Barker will work with SURFSIDE to identify needs, develop an effective public affairs plan and a focused message, and provide guidance with the drafting of an annual legislative program, correspondence, memorandums, and presentation materials geared toward government and/or significant state/local stakeholders.
- 3. Presentation** – Gomez Barker will work to secure legislative and executive approval of SURFSIDE’s budget and policy requests and monitor agency actions. The firm will represent SURFSIDE at all pertinent substantive and appropriations committee meetings and at all levels of government. The firm will testify and articulate SURFSIDE’s interests during the drafting and deliberation process, either in individual meetings or in public forums. The firm will also meet with key legislators, legislative staff, and executive officials in order to promote the elements of the legislative program.

4. **Involvement and Coordination** – SURFSIDE officials will be encouraged to communicate with policy-makers and to visit Tallahassee during specific times of the legislative year. These communications and visits would be planned and coordinated by Gomez Barker who will schedule meetings, review materials and correspondence, brief the participants prior to any meetings, and perform any necessary follow-up activities.
5. **Collateral Support** – Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden SURFSIDE’S reach and legislative base of support. Gomez Barker will also review the legislative goals of other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on SURFSIDE’s interests.
6. **Lobbying and Monitoring** – Gomez Barker will provide year-round lobbying and representation at both the legislative and executive agency level. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring, and follow-up occur.
7. **Reporting** – Focused and accurate communication with SURFSIDE about the status of legislation, budget requests, or any other important issue will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** – Gomez Barker will promote SURFSIDE and its agenda to state and local government officials.

SCHEDULE B

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

1. Total professional compensation is \$42,000.00 per year, payable in equal monthly installments. Invoices are due when rendered.
2. SURFSIDE agrees to reimburse Gomez Barker for any reasonable and appropriate costs and expense. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred, not to exceed \$4,000 during the course of any annual period.