

RESOLUTION NO. 2026-3539

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, APPROVING THE
ENGAGEMENT OF CAPITAL CITY CONSULTING, LLC
AND RUBIN, TURNBULL & ASSOCIATES AS
GOVERNMENT RELATIONS CONSULTANTS;
PROVIDING FOR AUTHORIZATION, IMPLEMENTATION,
AND AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside (the "Town") from time-to-time requires the assistance of professional governmental relations consultants in its interaction with the State of Florida, in particular related to appropriations, legislation and other governmental activities (the "Services"); and

WHEREAS, both Capital City Consulting, LLC and Rubin, Turnbull & Associates are well recognized as the preeminent firms in providing such Services; and

WHEREAS, the Town Commission wishes to engage Capital City Consulting, LLC and Rubin, Turnbull & Associates (the "Firms") and enter into agreements to provide the Services, in a coordinated fashion on behalf of the Town, substantially in accordance with the terms of the proposals attached hereto as Exhibits "A" and "B", respectively (the "Proposals"); and

WHEREAS, pursuant to Section 3-13(2) of the Town Code, contracts for professional services are exempt from competitive bidding; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to negotiate and enter into agreements with the Firms for the Services, substantially in accordance with the terms of the Proposals attached hereto as Exhibits "A" and "B", respectively; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

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

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Approval of Engagement; Authorization. The Town Commission approves the engagement of the Firms and the Proposals attached hereto as Exhibits "A" and "B", respectively, and authorizes the Town Manager and Town Attorney to negotiate and enter into agreements with the Firms for the Services, subject to the approval of the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 3. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all action necessary to implement the Services and the purposes of this Resolution.

Section 4. Effective Date. That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 16th day of July 2026.

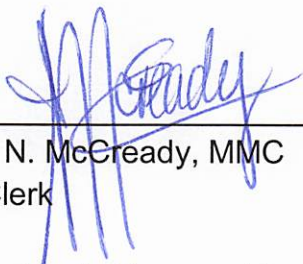
Motion By: Commissioner Weingot

Second By: Vice Mayor Benmergui

FINAL VOTE ON ADOPTION:

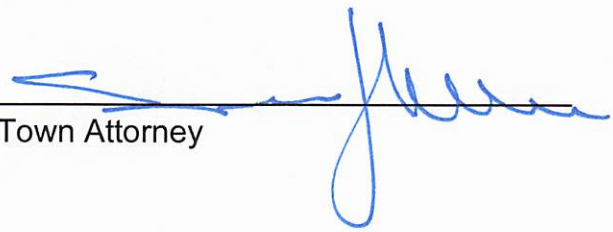
Commissioner Andrea Travani	<u>No</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Commissioner David Weingot	<u>Yes</u>
Vice Mayor Dayana Benmergui	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

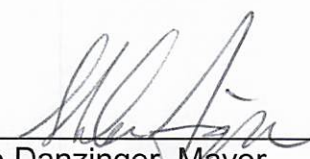
Attest:


Sandra N. McCreedy, MMC
Town Clerk



Approved as to Form and Legal Sufficiency:


Town Attorney


Mayor Danzinger, Mayor

COMPOSITE EXHIBIT "A"



July 1, 2026

Stephen Helfman
City Attorney
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: Lobbyist/Consultant Agreement

Dear Mr. Helfman:

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent Town of Surfside (hereinafter "Surfside") as consultants/lobbyists before Florida's legislative and executive branches. Given our government affairs experience, we believe we are well equipped to enhance your efforts in Tallahassee. This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to Surfside.

SCOPE OF SERVICES. CCC shall provide general governmental representation to the Town of Surfside (the "Town") before the Legislative and Executive branches of Florida government. This representation includes, but is not limited to, the pursuit of legislative appropriations and funding requests on behalf of the Town; advocacy on legislation, policy, and regulatory matters affecting the Town's interests; and representation before the Governor's Office, the Cabinet, and all state agencies and departments on issues relevant to the Town. CCC frequently works alongside other government affairs consultants as part of larger representation teams and shall coordinate its efforts to avoid any duplication of services.

TERM. The term of this relationship shall begin on July 20, 2026 and continue for a minimum of 12 months. Thereafter, the agreement will continue until cancelled with 30 days advanced written notice by either party.

FEES. CCC will provide the above referenced professional services for a monthly fee of \$6,500. In addition to our fee for services, we also charge separately for out-of-pocket expenses such as travel required in your representation, lobbyist registration, CCC members' meals while meeting with legislators and staff, and any other nonstandard office expenses. We make every effort to keep these expenses to a minimum and often times split expenses amongst multiple clients if

appropriate. CCC does not pay for meals or any expenses of legislators or other government officials.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of Surfside as confidential and will not disclose or divulge same unless otherwise directed or authorized by Surfside or ordered to do so by a court of competent jurisdiction.

REPORTING. CCC will monitor all relevant actions of the Legislature and provide oral and written reports. CCC will be available to meet or discuss the status of any activities undertaken on behalf of Surfside. At mutually convenient times, CCC will schedule periodic meetings or conference calls at your direction to review progress of any given task or project. CCC members are continuously available by telephone, email and cell phone to serve your communication needs.

INDEPENDENT CONTRACTOR. CCC and its employees, independent contractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, independent contractors or agents to hold themselves out, nor claim to be officers or employees of Surfside.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of Surfside under this agreement. In accordance with Florida reporting obligations required of lobbying firms, the firm must report percentages of this fee allocated to the legislative and executive branch services. Based on our previous experience and the nature of your issues, we project the work to be allocated 50% toward executive branch lobbying efforts and 50% toward legislative.

CONFLICTS OF INTEREST. CCC does not foresee any potential conflicts of interest with current clients. However, in the event that a conflict does occur with a future client, CCC agrees to disclose the conflict to both parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction of both parties. If a resolution agreeable to both parties is not achievable, then CCC must resolve the conflict in favor of any client represented prior to Surfside's initial retention of CCC.

PUBLIC RECORDS. As a vendor to a government entity, CCC is mindful of the obligations of Chapter 119, Florida Statutes ("Public Records Law"). At times, CCC can be called upon to assist Surfside in fulfilling its obligations under the Public Records Law. In that event, CCC will separately charge Surfside for CCC's costs in complying with such a request, including any out-of-pocket costs incurred by CCC's counsel or technology vendor. Surfside agrees to pay CCC for those additional items, should CCC be called upon to assist Surfside in complying with requests under the Public Records Law.

MISCELLANEOUS PROVISIONS. This agreement constitutes the entire understanding and agreement of the parties hereto. It supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this agreement. If any portion of this agreement is found to be invalid or unenforceable, all other terms, provisions and covenants shall remain in full force and effect. Any amendment hereto must be in writing and signed by the parties. Although multiple members of our firm are Florida licensed attorneys, this representation is not for legal services.

Jared Rosenstein and Scott Ross will have primary responsibility for this engagement.

If you agree with the terms contained in this letter of agreement, please sign and date this document and return it to our office. We appreciate your business and look forward to serving you.

Sincerely,


Jared Rosenstein

I agree with the terms of this letter contract on behalf of Town of Surfside.

Signed on this _____ day of _____ 20_____.

Signature

Title



CONTRACT FOR SERVICES

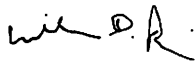
Town of Surfside, Florida ("CLIENT") hereby contracts with Rubin, Turnbull & Associates ("RUBIN TURNBULL") to perform the services enumerated herein in the State of Florida during the term of this Agreement.

1. **Compensation:** For the services provided under this agreement, "RUBIN TURNBULL" will charge a monthly retainer of \$6,500. This fee will encompass all expenses, excluding lobbyist registration fees and renewals for the Executive and Legislative branches. Additional expenses will require prior approval.
2. **Term:** This Agreement will be in effect for an initial term commencing July 1, 2026, and continuing for 12 months. At the end of this period, the agreement may be extended on a month-to-month basis. After the initial term or during any extended period, either party may elect to terminate the agreement with 30 days' written notice.
3. **Professional Services:** Under this agreement, "RUBIN TURNBULL" is responsible for the following:
 - a. Effectively represent "CLIENT" to governmental and public entities in the state of Florida including, but not limited to:
 - i. The Florida Legislature, including Senate leadership, House leadership, members of "CLIENT"'s local legislative delegation, key committee chairs, committee staff directors, and other influential members and staff.
 - ii. The Executive Branch, including the Governor, the Executive Office of the Governor, the Office of Policy and Budget, and other applicable state agencies and offices.
 - iii. The President of the Florida Senate, the Speaker of the Florida House of Representatives, and the chairs and staff directors of the House and Senate appropriations committees and applicable appropriations subcommittees.
 - b. Strengthen and maintain relationships on behalf of "CLIENT" with incoming and current legislative leaders, members of "CLIENT"'s local legislative delegation, Executive Branch officials, and other key decision-makers.
 - c. Work with "CLIENT" on grants, appropriations, special legislation, and other legislative or state funding initiatives being pursued by "CLIENT," including advocating for matters that support "CLIENT"'s priorities, operations, infrastructure, and strategic goals before the Florida Legislature, the Executive Branch, applicable state agencies, and other relevant governmental entities.

- d. Work with members of “CLIENT”’s local legislative delegation and other relevant stakeholders to communicate the importance of grants and direct appropriations benefiting “CLIENT,” including the broader economic and regional benefits such funding may provide to South Florida.
 - e. Create, implement, and execute a comprehensive strategy designed to advance “CLIENT”’s legislative, regulatory, and funding priorities, including, but not limited to:
 - i. Facilitating and preparing for meetings, tours, presentations, events, and discussions with government officials, legislative leaders, committee members and staff, agency representatives, and other relevant stakeholders.
 - ii. Organizing and leading lobbying and government-relations efforts throughout applicable legislative and budget timelines, including House and Senate committee weeks, the regular legislative session, special sessions, the appropriations process, and Executive Branch and gubernatorial review.
 - iii. Developing and refining messaging designed to clearly communicate “CLIENT”’s priorities, funding needs, qualifications, and value to legislative leadership, the local legislative delegation, appropriations committee members and staff, the Governor, the Executive Office of the Governor, the Office of Policy and Budget, applicable state agencies, and other key decision-makers.
 - iv. Monitoring state-level initiatives, including legislation, appropriations, regulations, agency actions, and rulemaking that may affect “CLIENT” and its goals, and facilitating opportunities for “CLIENT” to provide input and ensure that decision-makers understand “CLIENT”’s priorities and the potential impact on the community and the South Florida economy.
 - v. Providing general advice, research, strategic guidance, and recommendations concerning issues relevant to “CLIENT”’s legislative, regulatory, governmental, and funding objectives.
4. **Compliance with Law:** “RUBIN TURNBULL” shall comply with all applicable federal, state, and local laws and regulations in performing the services under this Agreement. With the cooperation of “CLIENT”, “RUBIN TURNBULL” shall be responsible for compliance with all applicable laws regarding activities, including but not limited to the accurate and timely filing of any required statements or expenditure or other reports which may be required of a registered lobbyist, because of its having entered into this Agreement.
5. **Indemnification:** “RUBIN TURNBULL” shall indemnify and hold “CLIENT” harmless from any and all actions, claims, losses, or damages (including attorney’s fees) arising from the negligent or intentional activities of “RUBIN TURNBULL”, pursuant to this Agreement. “CLIENT” shall indemnify and hold “RUBIN TURNBULL” harmless from any and all actions, claims, losses, or damages (including attorney’s fees) arising from the negligent or intentional activities of “CLIENT” pursuant to this Agreement.

6. **Confidentiality:** "RUBIN TURNBULL" shall abide by all applicable laws and regulations in regard to confidentiality; shall maintain the confidentiality of the operation of "CLIENT" and the client, and will not divulge to anyone, without prior written approval of "CLIENT", any information regarding the financial aspects, management, administration, or operation of this agreement. This clause shall survive any termination of this Agreement.
4. **Entire Agreement:** Parties agree that this Agreement represents the entire understanding of the parties.

In witness thereof, the parties have entered into this Agreement on the 26th day of June 2026.



William D. Rubin
Chairman
Rubin, Turnbull & Associates

Name:
Title:
Town of Surfside, Florida