

AGREEMENT FOR PROFESSIONAL SERVICES

Agreement is made this January 20, 2017, between Miami Shores Village, a Florida Municipal Corporation (hereinafter referred to as the "Village") and Gomez Barker Associates, Inc., a Florida corporation (hereinafter referred to as "Gomez Barker").

WHEREAS, the Village desires that Gomez Barker make available its services as specified in this document, in support of its business development and public affairs efforts; and,

WHEREAS, Gomez Barker claims 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 January 20, 2017 until January 19, 2018, inclusive. This Agreement will renew automatically for additional year(s) on the anniversary date(s) unless terminated by either party with thirty (30) day written notice prior to the expiration date for gross negligence or willful misconduct.
2. Gomez Barker agrees to perform the services described in the "Scope of Services" section of the Request for Qualifications for State Lobbying Services issued by the Village (the "RFQ") the terms of which are incorporated herein; and Gomez Barker also agrees to perform the services described in the attached Schedule A (Scope of Work), for all of which the Village 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 the Village 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 and its representatives are acting as an independent contractor and not as an employee of Village.

5. Gomez Barker agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.
6. The Village may terminate this Agreement for cause. A termination for cause may occur due to: 1) Gomez Barker's willful misconduct or gross negligence; or 2) Gomez Barker's conscious disregard of its obligations hereunder or of any other duties reasonably assigned by the Village. Such termination shall not be effective if that cause has been remedied within fourteen (14) days after Gomez Barker receives written notice.
7. 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.
8. 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.
9. The laws of the State of Florida govern all questions with respect to this Agreement, and the rights and liabilities of the parties.

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


Tom Bentaw


FAUSTO B. GÓMEZ

SCHEDULE A

This sets forth the objectives to be reached by this effort and 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 state policy and funding objectives of the Village, Gomez Barker will undertake the tasks outlined below:

Intelligence and Communication –

Fundamental to the ability to impact state or local policy is a basic knowledge of the law and governing 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 the Village.

The principals 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 opportunities 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 and for formulating a successful strategy.

Prior to the beginning of the legislative calendar, Gomez Barker would “trial balloon” the Village’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.

Preparation –

The legislative requirements of the Village should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare an annual legislative program, including substantive changes to law and budget requests, and assist with the drafting of legislation, presentation materials, as well as the general positioning of appropriation items.

Presentation -

Gomez Barker will work to secure legislative and executive approvals of the Village’s budget and policy requests and monitor governmental actions.

The firm will represent the Village at pertinent legislative and/or commission meetings and in front of all levels of state government. The firm will testify and articulate the Village'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.

Involvement and Coordination --

Village officials will be encouraged to communicate 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.

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 the reach and legislative base of support for the Village. 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 Village's interests.

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 occurs.

Reporting --

Focused and accurate communication with the Village about the status of legislation, budget requests, or any other important issue will be through written reports, meetings, and/or telephone contact.

Public Affairs --

Gomez Barker will promote the Village's agenda to legislators, legislative staff, and executive officials so that a full understanding of the Village's capabilities will facilitate requests.

SCHEDULE B

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

1. Total professional compensation is \$24,000 per annum. This shall be paid on the basis of a monthly retainer of \$2,000 per month, the first payment due on February 1, 2017 and continuing on the 1st day of each month until January 19, 2018, inclusive. Invoices will be submitted and are due within 30 days.
2. The Village agrees to reimburse Gomez Barker for any reasonable and appropriate expense, extraordinary in nature and incurred only with the prior written approval of the Village in the course of performing the services specified in this document. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred, not to exceed \$1,000 during the course of any annual period.