

AGREEMENT FOR PROFESSIONAL SERVICES

Agreement is made this 15th day of March, 2005 between The City of North Bay Village (hereinafter referred to as the "City" or "North Bay Village") and Gomez Barker Associates, Inc., (hereinafter referred to as "Gomez Barker").

WHEREAS, North Bay Village desires that Gomez Barker make available its services as specified in this document, in support of it's government relations and public affairs efforts; 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 March 15th, 2005 until September 30, 2007, inclusive. This Agreement will renew for additional year(s) on the anniversary date upon the consent of both parties.
2. For the performance of the services described in the attached Schedule A (Scope of Work), North Bay 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 North Bay 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 and shall not be divulged to a third-party.
4. It is understood and agreed that Gomez Barker is acting as an independent contractor and not as an employee of North Bay 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. North Bay 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 City Manager of the City of North Bay Village.
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.

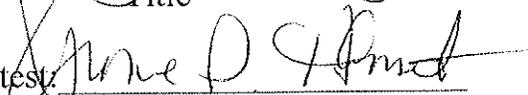
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written

For City of North Bay Village:

By: 
Signature

Charity Good
Printed Name

City Manager
Title

Attest: 

Yvonne P. Hamilton

Date: 3/15/2005



For: Gomez Barker Associates, Inc

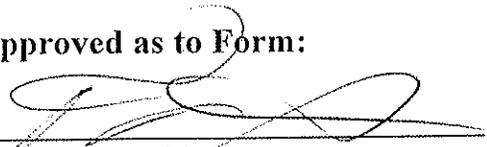
By: 
Signature

FAUSSO B. GÓMEZ
Printed Name

~~FAUSSO B. GÓMEZ~~ PRESIDENT
Title

Date: 12/05/05

Approved as to Form:


Robert L. Switkes
City Attorney



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 and local policy objectives of North Bay Village, Gomez Barker will undertake the tasks outlined below:

1. **Intelligence and Communication** – Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of North Bay Village at both the state and local levels.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff, and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial for helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar, Gomez Barker would “trail balloon” North Bay Village’s legislative plan in order to learn how decision-makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** – The legislative requirements of North Bay Village should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above or through information developed for its Miami-Dade efforts. 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 a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.



3. **Presentation** - Gomez Barker will present the legislative program of North Bay Village to the appropriate committees in both the House and Senate as well as meet individually with key legislators. Identical efforts will be undertaken at the local level. The firm will testify and articulate the City's interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.
4. **Involvement and Coordination** – North Bay Village officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the legislative session or County Hall as appropriate. These communications and meetings will be planned and coordinated by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.
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 the reach and legislative base of support for North Bay Village. Gomez Barker will also review the legislative goals of these other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on North Bay Village's interests.
6. **Lobbying and Monitoring** - Gomez Barker will provide year-round, full-time, lobbying and representation at the legislative and executive agency level as well as before Miami-Dade County. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring, and follow-up occurs.
7. **Reporting** – Focused and accurate communication with the City Manager of North Bay Village 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 North Bay Village's agenda to legislators, legislative staff, and executive officials as well as County Commissioners and the Manager and his staff so that a full understanding of the City will facilitate legislative requests.

SCHEDULE B

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

1. Total professional compensation is \$40,000 per annum. This shall be paid on the basis of a monthly retainer of \$3,333.33 the first payment due on April 1st, 2005 and continuing on the 1st day of each month until October 1st, 2007, inclusive.
2. North Bay Village agrees to reimburse Gomez Barker for any reasonable and appropriate expense associated with performing the services described in Schedule A up to a level of \$5,000 per year. This may include travel, lodging, and meals. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred.
3. "Out-of-pocket" expenses will be reimbursed up to an amount of \$3,000 per year. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred.

