

RESOLUTION NO. 2003-25421

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT, AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR LEGISLATIVE SERVICES, IN THE AMOUNT OF \$95,000, BETWEEN THE CITY AND RUTLEDGE, ECENIA, UNDERWOOD, PURNELL & HOFFMAN, P.A., AND GOMEZ BARKER ASSOCIATES, INC., AND ROBERT M. LEVY & ASSOCIATES, INC. TO PROVIDE LOBBYING AND CONSULTING SERVICES IN TALLAHASSEE, FLORIDA, COMMENCING ON OCTOBER 1, 2003 AND ENDING ON SEPTEMBER 30, 2006.

WHEREAS, the City is desirous of obtaining lobbying and consulting services before State agencies located in Tallahassee, Florida; and

WHEREAS, on September 22, 1999, the Mayor and City Commission awarded a Legislative Services Agreement to Rutledge, Ecenia, Purnell & Hoffman, P.A.; Gomez Barker Associates, Inc.; and Robert M. Levy & Associates, Inc. (collectively, the Consultant) for the term commencing on October 1, 1999, through September 30, 2001, with a provision therein stating that the term of the Agreement could be extended by mutual agreement of the parties; and

WHEREAS, on July 2, 2001, the Administration and the Consultant mutually agreed to extend the Agreement for the term commencing on October 1, 2001, through September 30, 2002; and

WHEREAS, on July 31, 2002, the Mayor and City Commission passed Resolution No. 2002-24933, extending the Agreement with the Consultant for the term commencing on October 1, 2002, through September 30, 2003, in the amount of \$85,000, with a provision therein stating that the term of the Agreement could be extended by mutual agreement of the parties; and

WHEREAS, the Consultant has performed very satisfactorily and has effectively produced results for the City by achieving desired legislation, and has assisted with the processing of significant grants; and

WHEREAS, during the 2003 Legislative Session, the Consultant successfully lobbied to prevent the removal of sovereign immunity from the Bert J. Harris Private Property Protection Act; and

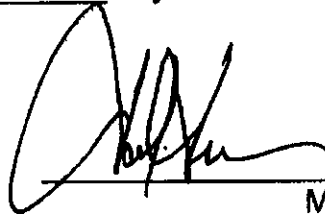
WHEREAS, on September 5, 2003 the Finance and Citywide Projects Committee recommended entering into a new Agreement with the Consultant; and

WHEREAS, the Administration now recommends that the Mayor and City Commission waive, by 5/7ths vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City, and authorize the Mayor and City Clerk to execute the attached new Legislative Services Agreement between the City and the Consultant for the term of three years, with two, one-year options to renew at the City's discretion; and

WHEREAS, the Administration further recommends that said Agreement commence at the rate of \$95,000 per year, inclusive of expenses, and that the rate increase at the rate of the Consumer Price Index (CPI) in each subsequent year of the Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein waive, by 5/7ths vote, the competitive bidding requirement, and approve and authorize the Mayor and City Clerk to execute a Professional Services Agreement for State Legislative Services with Rutledge, Ecenia, Purnell & Hoffman, P.A., and Gomez Barker Associates, Inc., and Robert M. Levy & Associates, Inc., in the total amount of \$95,000, to provide governmental representation and consulting services in Tallahassee, Florida on an on-going basis for the period from October 1, 2003, through September 30, 2006.

PASSED and ADOPTED this 25th day of November, 2003.




Mayor

ATTEST:



City Clerk

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

11-19-03
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Resolution waiving by 5/7ths vote, the competitive bidding requirement and authorizing the Mayor and City Clerk to execute a Legislative Services Agreement with Rutledge Ecenia, Gomez Barker Associates and Robert M. Levy & Associates for governmental representation in Tallahassee in the amount of \$95,000 for a period of three years with two one-year options to renew.

Issue:

Should the City execute a new agreement with the City's lobbying team in Tallahassee.

Item Summary/Recommendation:

Approve the Resolution

Advisory Board Recommendation:

Finance and Citywide Projects Committee – September 5, 2003

Financial Information:

Amount to be expended:

Source of Funds:	Amount	Description
<input type="checkbox"/> Finance Dept.	\$90,000	Funds will be provided in the
		FY 2003/04 General Fund Budget.
		Account # 011.9362.000312
	\$5,000	Redevelopment Agency
Total:	\$95,000	

City Clerk's Office Legislative Tracking:

Kevin Crowder, Economic Development

Sign-Offs:

City Manager	Assistant City Manager	City Clerk

T:\AGENDA\2003\nov2503\regular\2004 State Lobbyists Summary.doc

AGENDA ITEM R7E
DATE 11-25-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
http://ci.miami-beach.fl.us



COMMISSION MEMORANDUM NO.

TO: Mayor David Dermer and
Members of the City Commission

DATE: November 25, 2003

FROM: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read "Jorge", written over the printed name of the City Manager.

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT, AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR LEGISLATIVE SERVICES, IN THE AMOUNT OF \$95,000, BETWEEN THE CITY AND RUTLEDGE, ECENIA, UNDERWOOD, PURNELL & HOFFMAN, P.A., AND GOMEZ BARKER ASSOCIATES, INC., AND ROBERT M. LEVY & ASSOCIATES, INC. TO PROVIDE LOBBYING AND CONSULTING SERVICES IN TALLAHASSEE, FLORIDA, COMMENCING ON OCTOBER 1, 2003 AND ENDING ON SEPTEMBER 30, 2006.

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

ANALYSIS:

On September 8, 1994, the Mayor and City Commission awarded RFP No. 122-93/95 to Rutledge, Ecenia, Underwood, Purnell & Hoffman, P.A., and Gomez Barker Associates, Inc., and Robert M. Levy & Associates, Inc. (jointly, "the Consultant") for lobbying at the State level and consulting services on the City's behalf, and to represent the City before State agencies located in Tallahassee, Florida. On September 22, 1994, the Mayor and City Commission approved a contract with the Consultant for the period of October 1, 1994 to September 30, 1996. As specified in the contract, the period was extended with mutual agreement of the parties from October 1, 1996 to September 30, 1998.

On September 23, 1998, the Mayor and City Commission approved an extension to the contract between the City and the Consultant. The term of the contract was from October 1, 1998 through September 30, 1999, with an option to renew. On September 22, 1999, the Commission extended the contract for the term of October 1, 1999 through September 30, 2001, in the amount of \$85,000 per year. On July 18, 2001, the Mayor and City Commission extended the contract for one additional year, from October 1, 2001 to September 30, 2002, in the amount of \$85,000.

On January 9, 2002 the City Commission deferred issuance of the RFP until completion of the Legislative Session and requested this item be presented on the April 10, 2002 agenda. On April 10, 2002, the City Commission passed Resolution 2002-24824, extending the contract for one additional year from October 1, 2002 to September 30, 2003 and authorizing the Administration to issue a Request for Letters of Interest (RFLI) to identify firms that are interested in representing the City in Tallahassee.

On July 30, 2003, the Mayor and City Commission referred a discussion on extending the professional services agreement for State Legislative Services to the Finance and Citywide Projects Committee. On September 5, 2003, the Finance Committee met to discuss the issue. The Committee expressed satisfaction with the Consultants' performance representing the City, especially their work during the 2003 legislative session in protecting the City's interests in the Bert J. Harris matter. The Committee felt that these services were like legal services where the City contracts with the firm it feels will best represent its interests, and therefore competitive bidding is not required. The Committee recommended that the Administration negotiate a new agreement with the consultants, for presentation to the City Commission. The new agreement is attached. Additionally, the Administration surveyed various municipalities around the State of Florida to determine the amount that other cities have budgeted for state legislative services:

Miami	\$210,000
Jacksonville	\$224,000
Coral Gables	\$80,000
Orlando	\$85,000
Tampa	\$70,000

The Administration and consultants have negotiated the following terms:

- Term: Three (3) years with two (2), one-year options to renew.
- Amount: \$95,000 first year, CPI escalator each year, including the option years.

The rate for State Legislative Services has been \$85,000 per year since 1999. Given the increased workload, high-profile, difficult issues, and the success of the lobbying team, the Administration recommends a new rate total of \$95,000, of which \$90,000 will come from the current General Fund budget for legislative services. An additional \$5,000 will be funded by the Redevelopment Agency, in order to protect the City's interests in anticipated legislation related to Community Redevelopment Agencies (CRA) that will be introduced during the 2004 legislative session. The City will also be pursuing a "clean-up" amendment to the CRA legislation related to the eligible uses of tax increment funds that will be presented to the City Commission on December 10th as part of the 2004 Legislative Package.

CONCLUSION:

The Administration recommends that the City Commission adopt the attached resolution.

JMG:CMC:kc

Attachment

CITY OF MIAMI BEACH
LEGISLATIVE SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 1st day of October, 2003, between the **CITY OF MIAMI BEACH**, hereinafter called the **CITY**, a municipal corporation of the state of Florida, and the firms of **RUTLEDGE, ECENIA, PURNELL & HOFFMAN, P.A., GOMEZ BARKER ASSOCIATES, INC., AND ROBERT M. LEVY & ASSOCIATES, INC.**, hereinafter called the **CONSULTANT**.

WITNESSETH:

In consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree:

1. OBLIGATIONS OF THE CONSULTANT

- A.** The **CONSULTANT** will confer with the Mayor and the City Commission: the City Attorney; the City Manager, and other such City personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager and the **CONSULTANT** on all organizational planning and program activity which have a bearing on the ability of the **CITY** make the best use of State programs.

- B.** The CONSULTANT will maintain liaison with the CITY'S legislative delegation and will assist the delegation in any matter which the CITY determines to be in its best interest.

- C.** The CONSULTANT will counsel with the CITY regarding appearances by City personnel before State of Florida and State administrative agencies and will assist the City and its personnel in negotiations with administrative agencies concerning City projects requiring State assistance and cooperation.

- D.** The CONSULTANT will assist the CITY in the review of executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other developments for the purpose of advising the CITY of those items mutually agreed upon that may have a significant bearing on the CITY policies or programs.

- E.** The CONSULTANT will communicate and coordinate with other lobbyists representing interests which are consistent with those of the CITY in obtaining the goals and objectives of the CITY.

- F.** The CONSULTANT will assist in contacting State agencies on the CITY'S behalf on a mutually agreed upon basis when City funding applications are

under consideration by such agencies.

- G.** Payments to the CONSULTANT shall be made by the CITY to the Consultant, Rutledge, Ecenia, Purnell & Hoffman, P.A. It shall be the responsibility of the Consultant, Rutledge, Ecenia, Purnell & Hoffman, P.A. to distribute such payments to the other firms hereunder, collectively enumerated as CONSULTANT.
- H.** The CONSULTANT will provide the CITY with monthly reports on the first day each month throughout the term of this Agreement, detailing the CONSULTANT'S activities and legislative services provided on behalf of and for the benefit of the CITY in the previous month. Such reports shall include, but not be limited to, the names and extent of the participation of the individual members of the CONSULTANT'S firm, as well as any other participants in this Agreement who are not a part of the CONSULTANT'S firm, and the particular services provided by them for the month addressed in the report. Consultant will provide interim reports on as needed basis addressing matters of City's involvement, concerns, interest and particular projects identified for pursuance on behalf of the City.
- I.** It is agreed upon by the parties hereto, that the Consultant, Rutledge, Ecenia, Purnell & Hoffman, P.A., shall assume the lead role with respect to

the coordination and provision of the services contemplated by this Agreement, and with regard to the relationship contemplated herein between the CITY and the CONSULTANT. Accordingly, the Consultant, Rutledge, Ecenia, Purnell, & Hoffman, P.A., shall assume the primary responsibility for the coordination and performance of the CONSULTANT pursuant to its obligations under this Agreement.

2. OBLIGATIONS OF THE CITY MIAMI BEACH

- A.** The CITY will contract with the CONSULTANT for a period of three years.
- B.** The basic agreement for the first year in regard to the 2004 Session of the Florida Legislature will be for **\$95,000** per year. Payments will be in advance in equal monthly installments of **\$7,916.67** payable immediately upon execution of this agreement. Year two and year three of the agreement will be for the base of \$95,000 per year plus any adjustment each year based on the Consumer Price Index.
- C.** The CITY will supply the CONSULTANT with the names of persons other than the Mayor and City Commission, the City Manager and the City Attorney who are authorized to request services from the CONSULTANT and the person(s) to which the CONSULTANT should respond regarding specific

issues.

3. TERM OF AGREEMENT

This Agreement shall take effect on the 1st day of October, 2003, and shall terminate on the 30th day of September, 2006. The Agreement may be extended two times for one year each at the sole discretion of the City.

4. TERMINATION OF AGREEMENT

The CITY retains the right to terminate this Agreement at any time prior to the completion of the WORK without penalty to the CITY. In that event, notice of this termination shall be in writing to the CONSULTANT who shall be paid for all WORK performed prior to the date of the receipt of the notice of termination. In no case, however, will the CITY pay the CONSULTANT an amount in excess of the total sum provided by this Agreement. It is hereby understood by and between the CITY and the CONSULTANT that any payment made in accordance with this Section to the CONSULTANT shall be made only if said CONSULTANT is not in default under the terms of this Agreement, in which event (default) the CITY shall, in no way, be obligated and shall not pay to the CONSULTANT any sum whatsoever.

5. AWARD OF AGREEMENT

The CONSULTANT warrants that it has not employed or retained any company or persons to solicit or secure this Agreement and that it has not offered to pay, any person or company any fee, commission, percentage, brokerage fee, or gifts of any kind contingent or resulting from the award of making this Agreement.

The CONSULTANT is aware of the conflict of interest laws in the City of Miami Beach, Dade County, Florida (Dade County Code, Section 2-11.1) and the Florida Statutes, and agrees that they will fully comply in all respects with the terms of said laws.

6. CONSTRUCTION OF AGREEMENT

The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes, and case laws of the State of Florida.

7. AUDIT RIGHTS

The CITY reserves the right to audit the records of the CONSULTANT at any time during the performance of this Agreement and for a period of one year after final

payment is made under this Agreement.

8. INDEMNIFICATION

The CONSULTANT shall defend, indemnify and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the CONSULTANT'S activities under this Agreement, including all other acts or omissions to act on the part of the CONSULTANT or any of them, including any person action for or on his or their behalf.

9. CONFLICT OF INTEREST

The CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any conflicting personal financial interest, direct or indirect, in this Agreement. The CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of the CONSULTANT or its employees, must be disclosed, in writing, to the CITY. The CONSULTANT, in performance of this Agreement, shall be subject to any more restrictive law and/or guidelines regarding conflict of interest promulgated by federal, state or local governments.

10. INDEPENDENT CONTRACTOR

It is agreed that the CONSULTANT and its employees and agents shall be deemed to be an independent contractor, and not an agent or employee of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinance of the CITY, or any rights generally afforded classified or unclassified employees; further, he/she shall not be deemed entitled to Florida Worker's Compensation benefits as an employee of the CITY.

11. LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on CITY'S liability for any cause of action for money damages due to an alleged breach by the CITY of this Agreement, so that its liability for any such breach never exceeds the sum of **\$95,000**. CONSULTANT hereby expresses its willingness to enter into this Agreement with CONSULTANT'S recovery from THE CITY for any damage action for breach of contract to be limited to a maximum amount of **\$95,000** which amount shall be reduced by the amount for the funding actually paid by the CITY to CONSULTANT pursuant to this Agreement, for any action or claim for breach of contract arising out of the performance or nonperformance of any obligations imposed upon the CITY by this Agreement.

Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the CITY'S liability as set forth in , Section 768.28 Florida Statutes.

Any litigation which arises out of this Agreement shall take place in the Court of Appropriate Jurisdiction in Dade County, Florida.

IN WITNESSETH WHEREOF, the parties hereto have caused these presents to be executed by the respective officials thereunto duly authorized this day and year first written above.

ATTEST:

Robert Parcher
Robert Parcher, City Clerk

THE CITY OF MIAMI BEACH, FLORIDA

David Dermer
David Dermer, Mayor

[If incorporated sign below]

ATTEST:

T.B.M.
(Secretary)

GOMEZ BARKER ASSOCIATES, INC.

By: T.B.M.
Fausto Gomez, President

SEAL
(Corporate Seal)

4th day of March, 20 03

ATTEST:

[Signature]
(Secretary)

ROBERT M. LEVY & ASSOCIATES, INC.

By: [Signature]
Robert M. Levy, President

SEAL
(Corporate Seal)

4 day of December, 20 03

[If not incorporated sign below]

WITNESSES:

Ruthie J. Dickson
Suzanne Young Seal

RUTLEDGE, ECENIA, PURNELL & HOFFMAN, P.A.

Rutledge, Ecenia, Purnell & Hoffman, P.A.

By: [Signature]
Gary R. Rutledge, President

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

5th day of December, 20 03

M. A. Dull 11-19-03
City Attorney