RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND AKERMAN, SENTERFITT & EIDSON, P.A., TO PROVIDE FOR THE COORDINATION OF THE CITY'S FEDERAL LEGISLATIVE RELATIONS AND LOBBYING EFFORTS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, pursuant to the Request for Qualifications No. 01-10-11, AKERMAN, SENTERFITT & EIDSON, P.A., ("Consultant"), was awarded a contract with the City of North Miami ("City") to provide Federal Lobbyist Services for the coordination of the City's federal legislative relations and lobbying services ("Services");

WHEREAS, because of a shortage of federal resources and the accessibility of obtaining funds, the Services were temporarily suspended; and

WHEREAS, because the national climate and economy have improved and the City will be undertaking several projects with the desire to access federal funding, the need to re-engage the Services of the Consultant is necessary; and

WHEREAS, these Services will include activities to engage in lobbying efforts, legislative counsel services and advocacy services in achieving the City's legislative and funding objectives on the federal level; and

WHEREAS, it is respectfully requested that the Mayor and City Council authorize the City Manager to execute a one year contract for professional services with AKERMAN, SENTERFITT & EIDSON, P.A.; and

WHEREAS, pursuant to the contract, the City will conduct a review of the efficacy of the Services of the Consultant every three (3) months to determine the continual necessity of the contract; and

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NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a one year contract for professional services, in substantially the attached form, between the City of North Miami and AKERMAN, SENTERFITT & EIDSON, P.A., providing for the coordination of the City's legislative relations and for lobbying requirements on the federal level.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of December 2012

_____
ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
REGINE MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Andre D. Pierre	_____ (Yes)	_____ (No)
Vice Mayor Marie Erlande Steril	_____ (Yes)	_____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Jean R. Marcellus	_____ (Yes)	_____ (No)

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Akerman, Senterfitt & Eidson, P.A.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 255 South Orange Avenue, 13th Floor, Orlando, FL 32801 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties".

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide for the professional services of Akerman, Senterfitt & Eidson, P.A, for the coordination of the City's legislative relations and for lobbying efforts and governmental representation before the executive and legislative branches of the federal government as more fully described below.

ARTICLE 2 - SERVICES

Consultant shall provide necessary legislative relations, lobbying efforts and governmental representation before the executive and legislative branches of the federal government on behalf of the City. Such services shall include work for the purpose of promoting and achieving the City's objectives, and securing funds and grants for the following Federal subject areas / issues including but not limited to:

1. Federal Appropriations / Earmarks
2. Unfunded Mandates
3. Transit – Metro-rail expansion, Federal Transit Administration (FTA) approval process, project authorization, bus and bus related projected
4. Solid Waste Management
5. Community Development / Urban Initiative – Empowerment Zone and Performing arts Center
6. Housing / Homeless Programs
7. Business Development and Retention
8. Environmental Issues and Environmental Infrastructure Projects
9. Water and Sewer Issues and Projects
10. Immigration – program funding, federal programs, Administration initiates, reform
11. Homeland Security – funding, grants, large urban country issues, Urban Areas Security Initiative (USAI), grants
12. Criminal and Juvenile Justice – public safety, crime prevention, juvenile justice, gun violence prevention
13. Healthcare, Medicare, Medicaid, AIDS
14. Welfare Reform Implementation / Changes
15. Human / Social Services

16. Head Start / Early Head Start / Education Reform
17. Planning, Development and Zoning
18. FEMA, mitigation and preparedness
19. Telecommunications / E-Commerce – Regulation and taxation
20. Consumer Protection – predatory lending, regulation and towing, telecommunications
21. Finance and Taxation
22. Election Reform
23. Utility Deregulation / Energy Reform
24. Mosquito Control, West Nile Virus
25. International Trade & Trade Agreements
26. Parks & Recreation
27. Public Works
28. Grants and Grant Administration
29. Other issues in the City's annual legislative package.

ARTICLE 3 - REPORTING

In addition to the services listed in Article 2, Consultant shall:

1. Report and/or meet with the City on a weekly basis, or on an as needed basis, while the Congress is in session on those issues important to the City and the actions taken on such issues.
2. Report and meet with the City on a monthly basis when Congress is not in session.
3. Prepare monthly written reports, in a timely manner, advising the City of the current status of all issues that the selected Consultant is monitoring or tracking that may affect the City, the actions taken on such issues, and recommendations for future actions on such issues. Reports shall be provided in a format, and with a level of detail, acceptable to the City. (Note: An invoice will not be accepted by the City as proper, and ready for payment, if the selected Consultant has outstanding reports due from that invoice period or earlier.) The monthly reports shall be provided by the selected Consultant to the City Manager and Governmental Affairs Manager
4. Raise, discuss and recommend any affirmative legislative action that may benefit the City.
5. Be available, if requested, on a twenty-four hour basis during the session: assisting in writing, interpreting, and monitoring legislation and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; and providing monthly written progress reports detailing services that have been rendered.
6. Provide a full range of lobbying, legislative counsel and advocacy services including preparing reports and advising the City of the current status of legislation while Congress is in session.
7. Integrate its efforts with the City Manager's Office to ensure a strong consistent legislative program.
8. Be prepared to obtain documentation and research materials upon request.

9. Forward all required reports to the City upon request by the City in the number of copies as requested by the City for that particular instance.
10. Upon request, arrange for meetings with County and State Organizations and agencies including Members of the City Council, Members of Congress as well as Members in leadership positions such as Chairman and Ranking Members of key committees. Arrange meetings with senior staff of Congressional Committees and key officials at both the White House and key Administrative Agencies.

ARTICLE 4 - COMPENSATION

Consultant shall be paid an amount not to exceed Sixty Eight Thousand Four Hundred Dollars ($68,400.00) per annum, for Services inclusive of all costs and expenses. This annual compensation amount is payable in equal monthly installments of Five Thousand Seven Hundred Dollars ($5,700.00). Funding for this Agreement is contingent on the availability of funds.

ARTICLE 5 - TERM

Unless terminated as provided below, the term of this Agreement shall be one (1) year from the date of execution, with a three month review by the City to determine the efficacy of the Consultant's services.

ARTICLE 6 - TERMINATION RIGHTS

Either Party shall have the right to terminate this Agreement in its sole discretion, at any time, with or without cause, upon thirty (30) days written notice to the other Party. In such event, the City shall pay Consultant compensation up to the effective date of termination, which shall be pro-rated for any month in which termination occurs.

ARTICLE 7 - INSURANCE

Consultant shall carry professional malpractice insurance and other forms of insurance satisfactory to the City Risk Management Administrator, and shall provide coverage of not less than $500,000. Current certificates of insurance shall be provided by Consultant and kept on file by the City.

ARTICLE 8 - NOT ASSIGNABLE

Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

ARTICLE 9 - MODIFICATION

This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

ARTICLE 10 - VENUE

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida.

ARTICLE 11 - NOTICES

All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by mail, or facsimile, addressed as follows:

For Consultant: Akerman, Senterfitt & Eidson, P.A.
Attn: Michael I. Abrams, Esq.
One S.E. Third Avenue, 25th Floor
Miami, FL 33131
Phone: (305) 982-5676
Fax: (305) 675-3247

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:	Akerman, Senterfitt & Eidson, P.A., a Florida for-profit corporation,
Corporate Secretary or Witness:	"**Consultant**":
By: _____	By: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

ATTEST:

By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation: "**City**"

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Regine M. Monestime
City Attorney