

Memorandum



Date: September 4, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

8 (F) (12)

From: Carlos A. Gimenez
Mayor

Subject: Report of the Evaluation Committee for RFQ No. 805, Governmental Representation and Consulting Services in Washington, DC

Pursuant to Resolution R-509-12, adopted on June 5, 2012, the Board of County Commissioners authorized the advertisement of Request for Qualifications (RFQ) No. 805 to obtain proposals from qualified firms to provide Governmental Representation and Consulting Services in Washington, DC. The resolution also authorized establishment of an evaluation committee to review proposals and provide a report to the Board identifying the most qualified firms in order for the Board to make a final determination on the firm(s) to be awarded as well as the contract amount for each. The Report of the Evaluation Committee is attached. Additionally, two members originally appointed to the Evaluation Committee were unable to serve. This item also requests retroactive approval of the replacement appointees.

Scope

The firm(s) selected by the Board shall provide Miami-Dade County with governmental representation services before the executive and legislative branches of the federal government. The services include a full range of lobbying, legislative counsel, governmental consulting, and advocacy services requested by the County for various subjects/issues as assigned, based on the County's annual legislative package.

Fiscal Impact/Funding Source

The attached form of agreement allows for an annual amount for the required services and an annual amount for work orders and optional services in the aggregate for all contracts awarded. The contract amounts to be awarded to each firm will be determined by the Board. The proposed appropriation in the General Fund for FY 2012-13 is \$560,000. The existing contracted firms are operating under month-to-month contract extensions, until the successor contracts are awarded, that were approved by the Board on June 5, 2012. The extensions are at a reduced, renegotiated rate (see chart below).

Current Firms Under Contract	Annual Amount (3/1/11 - 2/29/12)	Reduced Annual Amount (as of 3/1/12)
Alcalde & Fay	\$190,000	\$150,000
Patton Boggs, LLP	\$190,000	\$150,000
Greenberg Traurig, P.A.	\$190,000	\$150,000
Akerman, Senterfitt & Eidson, P.A.	\$150,000	\$110,000
Total	\$720,000	\$560,000
	Negotiated Savings	\$160,000

A total of five proposals were received for consideration. The Evaluation Committee determined that four of the five proposals were best qualified for consideration by the Board. The attached Report of the Evaluation Committee provides, among other information, the criteria used, as well as a summary of why each firm was determined to be best qualified to render the services. The firms that submitted proposals, as well as their proposed annual fee, are as follows:

Proposer	Proposed Annual Fee
Akerman, Senterfitt & Eidson, P.A.	\$150,000
Alcalde & Fay	\$300,000
MVW Group*	\$150,000
Patton Boggs, LLP	\$192,000
Sandler, Travis & Rosenberg, P.A.	\$400,000
Total	\$1,192,000
*Not recommended by the Evaluation Committee	

As previously stated, the proposed annual fees were submitted by each firm, and the final amount is to be negotiated and awarded by the Board.

Track Record/Monitor

The Executive Director, Office of Intergovernmental Affairs, is responsible for monitoring the performance of the contractors. Rita Silva of the Internal Services Department is the Procurement Contracting Manager.

Due Diligence

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Delegation of Authority

The County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the attached form of agreement.

Background

On February 15, 2011, the Board authorized award of contracts with the firms referenced in the chart on Page 1 of this memorandum: Alcalde & Fay, Patton Boggs, LLP, Greenberg Traurig, P.A., and Akerman, Senterfitt & Eidson, P.A. to provide the County with federal governmental representation and consulting services. The initial one-year term of the contracts was set to expire on February 29, 2012. However, rather than exercising the available option to renew, at the request of the Chairman of the Board and at my direction, staff administratively extended these contracts and was able to preserve the existing lobbying services at a reduced rate, as previously referenced. The extension of these contracts at the reduced rate, on a month-to-month basis, was further formalized by the Board in R-509-12 that authorized this RFQ. This allowed time to complete the solicitation process that is now before the Board for consideration.

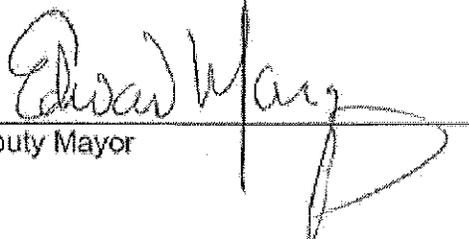
Upon approval of R-509-12 on June 5, 2012, staff advertised the RFQ on June 7, 2012, with a proposal submittal date of July 5, 2012. While attempting to find a suitable Evaluation Committee

meeting date for all of the originally appointed Evaluation Committee members, two appointees reported that they would not be able to serve. In order to ensure that the evaluation of the proposals could be completed in a timely manner, replacement appointees were discussed with the Office of the Chair, and it was agreed that retroactive approval of the replacement appointees would be requested concurrent with this item. The replacement appointees are listed in the Resolution accompanying this item.

Attached are the following for Board consideration:

1. Resolution authorizing execution of the attached agreement with the firm(s) selected by the Board, waiving bid protest procedures by a two-thirds vote of the Board members present,
2. Report of the Evaluation Committee with copies of the proposals, and
3. Proposed form of agreement.

Upon direction by the Board, the firm(s) selected for award will be offered a contract (see form of agreement attached) in the amount(s) specified by the Board.


Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 4, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8 (F) (12)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's , 3/5's , unanimous) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8 (F) (12)

Veto _____

9-4-12

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF THE AGREEMENT(S) TO OBTAIN GOVERNMENTAL REPRESENTATION AND CONSULTING SERVICES IN WASHINGTON, DC; WAIVING THE REQUIREMENTS OF SECTIONS 2-8.3 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE, PERTAINING TO BID PROTESTS BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT(S) FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN, AND RETROACTIVELY APPROVES TONY QUINTERO AND YSELA LLORT AS VOTING MEMBERS OF THE EVALUATION COMMITTEE CONTRACT NO(S). RFQ805

WHEREAS, on June 5, 2012, this Board adopted Resolution R-509-12, approving the advertisement of Request for Qualifications (RFQ) No. 805 for Governmental Representation and Consulting Services in Washington, DC; and

WHEREAS, this Board appointed the following members to the evaluation committee for RFQ No. 805, waiving the requirements of Implementing Order (IO) 3-34, Formation and Performance of Selection Committees, to implement the appointment: a non-voting Chair to be assigned by the County Mayor or designee, Joe Rasco, Jose Abreu, Juan Kuryla, Diana Ragbeer and Penelope Townsley as voting members; and

WHEREAS, Jose Abreu and Diana Ragbeer were unable to serve on the evaluation committee and, therefore, Tony Quintero and Ysela Llorc were added to the evaluation committee as voting members; and

WHEREAS, the solicitation tasked the evaluation committee with evaluating the proposals and recommending which proposers are best qualified to render the required services; and

WHEREAS, this Board directed the County Mayor or designee to report the evaluation committee's recommendation to the Board; and

WHEREAS, this Board required that the solicitation allow the Board to rank and select the highest qualified firms in its sole discretion; and

WHEREAS, this Board desires to waive the procedures contained in Section 2-8.3 and 2-8.4 of the County Code pertaining to bid protests by a two-third (2/3) vote of the Board members present; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board 1) approves the execution of the agreement(s) in substantially the form attached hereto and made a part hereof, in the amounts and with the firms specified in Attachment 1 (to be completed following Board discussion), and authorizes the County Mayor or designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein, 2) waives the procedures contained in Section 2-8.3 and 2-8.4 of the County Code pertaining to bid protests by a two-third (2/3) vote of the Board members present; and 3) retroactively approves Tony Quintero and Ysela Llort as voting members of the evaluation committee.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman
Bruno A. Barreiro
Esteban L. Bovo, Jr.
Sally A. Heyman
Jean Monestime
Rebeca Sosa
Xavier L. Suarez
Lynda Bell
Jose "Pepe" Diaz
Barbara J. Jordan
Dennis C. Moss
Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency JMM

Jess M. McCarty

By: _____
Deputy Clerk

Memorandum



Date: July 27, 2012

To: Miriam Singer, CPPO
Assistant Director
Internal Services Department

From: Rita Silva, CPPO, FCCN *Rita Silva*
Procurement Contracting Manager
Internal Services Department
Chairperson, Evaluation Committee

Subject: Report of Evaluation Committee for RFQ No. 805, Governmental Representation and Consulting Services in Washington, DC

Background:

On June 5, 2012, the Board of County Commissioners (Board) adopted a resolution (R-509-12) which authorized the advertisement of a competitive solicitation for the federal lobbying contracts. The resolution also 1) required that the solicitation allow the Board to rank and select the highest qualified firms; 2) appointed an evaluation committee; 3) waived the requirements of implementing Order 3-34, Formation and Performance of Selection Committees to allow the Board to appoint the committee; 4) waived Section 2-8.5 of the Miami-Dade County Code relating to local preference; and 5) authorized extension of the current contracts on a month-to-month basis until the County enters into successor contracts. The evaluation committee has completed the evaluation of proposals submitted in response to the solicitation and hereby reports its recommendation.

Committee Members:

The evaluation committee for this solicitation is as follows:

- Rita Silva, Procurement Contracting Manager, Internal Services Department (non-voting chair assigned by County Mayor or designee)
- Joe Rasco, Executive Director, Office of Intergovernmental Affairs
- Tony Quintero, Associate Aviation Director, Miami-Dade Aviation Department
- Juan Kuryla, Deputy Director, Port of Miami
- Ysela Llort, Director, Miami-Dade Transit
- Penelope Townsley, Supervisor of Elections, Elections Department
- Bill Johnson, Director, Port of Miami (alternate)

Jose Abreu, Director, Miami-Dade Aviation Department and Diana Ragbeer, Director, Public Policy & Communications, The Children's Trust were appointed to the evaluation committee but were unable to serve. In consultation with the Office of the Commission Chair, Tony Quintero and Ysela Llort were added to the evaluation committee as voting members.

Committee Meeting Date:

July 16, 2012 (evaluation and recommendation)

List of Proposers:

<i>Proposer</i>	<i>Proposed Annual Fee</i>
Akerman Senterfitt & Eldson, P.A.	\$150,000
Alcalde & Fay	\$300,000
MWW Group	\$150,000
Patton Boggs, LLP	\$192,000
Sandler, Travis & Rosenberg, P.A.	\$400,000

Contract measures:

A Small Business Enterprise (SBE) selection factor was assigned to this solicitation. None of the proposers qualified for the selection factor.

Local Preference:

The Board waived the requirements of 2-8.5 of the Miami-Dade County Code relating to local preference.

Evaluation Committee Task and Evaluation Criteria:

The evaluation committee was tasked with evaluating proposals and submitting the results to the Board as to which proposers are best qualified to render the required services. The proposals were evaluated on the following criteria, each having equal importance to the County.

1. Proposer's relevant experience, qualifications, past performance, and capabilities
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors
3. Proposer's understanding of major metropolitan county issues, including specific knowledge of Miami-Dade County, Proposer's ability to establish, maintain and enhance working relationships between County elected officials and staff, and the executive and legislative branches of the federal government and relevant federal agencies, and Proposer's relationship with President Obama's Administration and House and Senate leadership

Note: The annual fee to provide the services was not part of the evaluation criteria. The fee is being presented for the Board's consideration.

Recommendation:

Request for Qualifications (RFQ) No. 805, Governmental Representation and Consulting Services In Washington, DC, as approved by the Board, directs the evaluation committee to evaluate the proposals and submit the results to the Board of County Commissioners as to which proposers are best qualified to render the required services. After review of each proposal, and discussions held by the committee at a publicly noticed meeting, the evaluation committee recommends the following four proposers as best qualified: Akerman Senterfitt & Eldson, P.A.; Alcalde & Fay; Patton Boggs, LLP; and Sandler, Travis & Rosenberg, P.A. The remaining firm, MWW Group, was not recommended as the proposal did not demonstrate the firm's capabilities to handle issues of the same size or scope as the County's.

Consensus Statements:

Below are brief statements from the evaluation committee regarding the reason each proposer was recommended, along with the list of proposed subcontractors and key personnel. None of the proposers took exceptions to the solicitation or reported any conflicts of interest in providing the required services. The proposers are listed in alphabetical order. Copies of the proposals are attached.

1. Akerman Senterfitt & Eldson, P.A.

Akerman Senterfitt & Eldson, P.A. provides niche services that can cover some of the County issues particularly in the following areas: telecommunications, fire rescue, housing, law enforcement, criminal justice, and homeland security as well as the U.S. Department of Justice programs. The firm has experience with health care issues and provided federal lobbying services to the Public Health Trust/Jackson Health System. This firm successfully worked with Miami-Dade County on Urban Area Security Initiative (UASI) issues.

The experience of the firm's proposed team leader, Ms. Jane Sargent, as well as that of Mr. Rick Spees, will be an asset for the County. This is a lobbying firm with a proven track record that can effectively represent the County, and is recommended to cover some, but not all, of the County's issues.

Akerman Senterfitt & Eidson, P.A. did not propose any subcontractors. The key personnel are as follows.

	Name	Title
Proposer Team Leader	1. Jane Sargent	Of Counsel
Proposer Key Personnel	2. Rick Spees	Shareholder
	3. Mike Abrams	Public Policy Advisor
	4. Jose Villalobos	Of Counsel
	5. Nick Falvo	Legislative Analyst
	6. Jeanne Morin	Public Policy Advisor
	7. Fatima Perez	Public Policy Advisor
Subcontractor Key Personnel	N/A	

2. Alcalde & Fay

Alcalde & Fay has extensive experience effectively representing seaport issues, including representation of Miami-Dade County's Port of Miami. Their maritime industry expertise includes valuable connections in the cruise industry. Other areas of expertise include airport, law enforcement, public safety, and homeland security as well as other important County issues. This firm's prior experience includes the successful assignment of earmarks for public transportation.

Alcalde & Fay has extensive history representing public sector clients in Florida and, therefore, understands major metropolitan county issues. Additionally, this firm can enhance the County's working relationships by providing access to federal agencies through good contacts, including congressional and U.S. Army Corps of Engineers contacts that were key for the Port of Miami's deep dredge project. The firm is excellent at providing assistance in identifying alternate funding sources and the flexibility to move beyond appropriations.

The proposed team of personnel is strong with the combined governmental consulting experiences of Mr. Hector Alcalde and Ms. Lois Moore as the team leader. The key personnel have consistently performed well for the County. This firm's qualifications are an excellent match to the County's needs including the important qualifications requested in the solicitation such as a strong working knowledge of legislative, administrative and regulatory processes at the federal level; funding needs and policy issues important to the County; successful lobbying experience; identifying sources of funding; and an in-depth understanding of County needs.

Alcalde & Fay proposed Cardenas Partners, LLC as a subcontractor. Cardenas Partners, LLC has foreign affairs expertise in Panama, Haiti and Dominican Republic that may be useful. The key personnel are as follows.

	Name	Title
Proposer Team Leader	1. Lois Moore	Partner
Proposer Key Personnel	2. Hector Alcalde	Chairman and CEO

	3. L.A. "Skip" Bafalis	Partner
	4. Danielle McBeth	Partner
	5. Tandy Bondi	Partner
	6. Joshua Gaboton	Partner
	7. Charlotte Hrnclir	Senior Associate
Subcontractor Key Personnel	8. Al Cardenas	Senior Partner
	9. Carl Chidlow	Partner
	10. Emily Zammit	Partner
	11. John Hooker	General Counsel
	12. Victoria Benner	Director of Government Affairs
	13. David Cardenas	Director of Research

3. Patton Boggs, LLP

Patton Boggs, LLP has a history of representing the County's issues with positive results. The firm had the strongest proposal for transit and policy issues. The firm also has experience representing large airports including Miami International Airport and Atlanta-Hartsfield International Airport. This aviation experience includes U.S. Customs & Border Protection issues that are important to Miami International Airport.

Patton Boggs, LLP's strengths include crafting aviation and transportation policy. The policy analysis provided for the County, particularly in the transit area, is of high quality. The firm has been providing excellent work on the County's housing and Homeless Trust issues. Additionally, should there be a future need for consultation or representation on issues related to base closing, military, or veterans affairs, this firm's experience in those areas would benefit the County. The proposed key personnel, Ms. Vicky Cram as team leader and Mr. Marek Gootman, have extensive qualifications, particularly in the area of aviation issues.

Patton Boggs, LLP did not propose any subcontractors. The key personnel are as follows.

	Name	Title
Proposer Team Leader	1. Victoria Cram	Of Counsel
Proposer Key Personnel	2. Marek Gootman	Partner
	3. Carolina Mederos	Partner
	4. Jack Deschauer	Partner
	5. Pamela Welsh	Public Policy Advisor
	6. Rodney Slater	Partner
	7. Phil Bangert	Partner
	8. Gregory Walden	Of Counsel
	9. Jeffrey Turner	Partner
	10. Joshua Greene	Partner
	11. Jared Fleisher	Associate
Subcontractor Key Personnel	N/A	

4. Sandler, Travis & Rosenberg, P.A.

Sandler Travis & Rosenberg, P.A. is also a niche firm, with experience heavy in international trade and perishables issues. This firm understands the needs of Miami International Airport and the Port of Miami and can provide effective representation for

the County. Highlights of this firm's qualifications include the ability to provide assistance with legislation and strong connections with federal agencies. Sandler Travis & Rosenberg, P.A.'s strengths including U.S. Customs & Border Protection issues which are critical to the success and business development at the airport and seaport.

The key personnel includes individuals such as Mr. Lee Sandler and Mr. Rusty Roberts who have experience and access to federal agencies. The subcontractor key personnel includes Ms. Ana Sotorio who is a homegrown individual that can help craft propositions, as she understands the County's aviation needs.

Sandler, Travis & Rosenberg, P.A. proposed the following subcontractors:

- 1) Sandler & Travis Trade Advisory Services, Inc. (STTAS);
- 2) Barbour Griffith & Rogers (BGR Government Affairs);
- 3) Becker & Pollakoff, P.A. (B&P); and
- 4) Aviation Strategies and Trade Solutions, Inc. (ASTS)

The key personnel proposed are as follows.

	Name	Title
Proposer Team Leader	1. Gilbert Lee Sandler	President
Proposer Key Personnel	2. Nicole Bivens Collinson	Managing Principal
Subcontractor Key Personnel	3. Ana Sotorio	President, ASTS
	4. Omar Franco	Project Manager, B&P
	5. Clarence Williams	Senior Consultant, B&P
	6. Russell "Rusty" Roberts	Managing Director, BGR
	7. Dan Murphy	General Counsel, BGR
	8. Erskine Wells	VP, BGR
	9. Jonathan Mantz	Managing Director, BGR
	10. John McGowen	Sr. VP, STTAS
	11. Samuel Banks	Executive VP, STTAS
	12. William Heffelfinger III	Sr. VP, STTAS
	13. George Weise	Executive VP, STTAS

Governmental Representation and Consulting Services
in Washington, DC
Contract No. RFQ805

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Contractor has offered to provide governmental representation before the executive and legislative branches of the federal government, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 805 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Governmental Representation and Consulting Services in Washington, DC for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 805 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- n) The words "Work Order" to mean a written assignment of work issued by the County to the Contractor for specific issues.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFQ No. 805 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.
- f) The Contractor shall abide by and be governed by Miami-Dade County Ordinances and Resolutions, which may have a bearing on the Services involved in this Agreement, including but not limited to, Section 2-11.1, Code of Miami-Dade County (Ordinance 72-82, Conflict of Interest Ordinance); Resolution No. R-1236-99 (Resolution Directing the County Manager to Report Intergovernmental Activity by County Staff, Lobbyists, and Entities that Represent Miami-Dade County at the State and Federal Levels); Resolution No. R-1060-93; Resolution No. R-232-01 (Resolution Instructing County Staff and Lobbyists to Limit Legislative Initiatives and Funding Requests to Those Approved by the County Commission); Section 2-11.1.2, Code of Miami-Dade County (Ordinance No. 00-64, Ordinance Relating to County's Lobbyists); and Resolution No. R-56-10 (Resolution Setting Policy for Miami-Dade County that all Contract Lobbyists shall Obtain a Waiver from the Board of County Commissioners Prior to Representing any Client in any Forum that is Adverse to the County).

Pursuant to Resolution No. R-1236-99, no County contract lobbyist or its subcontractors shall represent any client and/or issue that may be adverse to the County without first requesting permission from the County. Resolution No. R-1236-99 provides that this obligation shall be a continuing one that applies throughout the term of this Contract. Pursuant to Resolution No. R-56-10, no contract for lobbying shall be awarded or renewed, or payment made, until the Contractor, including all subcontractors and lobbyists hired under Work Orders, seeks in writing and obtains a waiver from the Board of County Commissioners for any actual or perceived conflicts of interest. If the Contractor has no conflicts, then the Contractor shall provide a written statement prior to award of the Contract and prior to Contract renewals. All such waiver requests shall be submitted directly to the Chairman of the Board of County Commissioners.

Pursuant to Sections 2-11.1 and 2-11.1.2, no person or entity, whether an individual, firm, partnership or corporation, which receives compensation either directly or indirectly from the County for lobbying on behalf of the County or any of its agencies or instrumentalities at either the municipal, state, or national level shall represent any entity in any forum to support a position in opposition to a position of the County unless the Board of County Commissioners grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following: (i) the Contractor's contract being voidable by the County or (ii) a prohibition, for a period of up to three years, as determined by the Board of County Commissioners in its sole discretion, on the Contractor entering into a lobbying contract with the County.

Concurrent with entering this Agreement, the Contractor, on behalf of itself and any and all employees, partners, and subcontractors, shall provide the Executive Director of the Office of Intergovernmental Affairs a copy of the 2012 federal legislative and executive Lobbyist Registration Forms for each and every client the Contractor and its employees, partners, and subcontractors represents at the time this Agreement is entered. In the event the Contractor and its employees, partners, and subcontractors acquires additional clients after this Agreement is executed, the Contractor, on behalf of itself and

any and all employees, partners, and subcontractors, shall have an affirmative obligation over the term of this Agreement (including a renewal or extension term if applicable) to provide the Executive Director of the Office of Intergovernmental Affairs a copy of the legislative and executive Lobbyist Registration Forms for such clients prior to undertaking any lobbying activities for such client or within 48 hours of filing the form with the federal government, whichever comes first. This obligation shall apply whether such party or interest is adverse to the County or not. Such notification must include all parties the Contractor or employees, partners, or subcontractors wishes to represent.

Separate and independent from the above-referenced obligation, the Contractor, on behalf of itself and any and all employees, partners, and subcontractors, must advise the Executive Director of the Office of Intergovernmental Affairs in writing of any position in opposition to a County position that the Contractor or any employee, partner, or subcontractor desires to take and request a waiver of such conflict before the Board of County Commissioners prior to taking such a position. A position in opposition to a County position may take the form of an adverse policy position or fiscal impact on the County, either direct or indirect. A position in opposition to a County position is not limited to a position that conflicts with an express provision of the legislative package adopted by the Board of County Commissioners. It may also arise in other areas. Not every County interest can be anticipated or enumerated in the County's legislative package, and issues arise and change over the course of the legislative process. It is incumbent on the Contractor and its employees, partners, and subcontractors to remain mindful of the County's policy and fiscal interests and positions vis-à-vis other clients. If an actual or perceived conflict arises, the Contractor and/or subcontractor must advise the Executive Director of the Office of Intergovernmental Affairs immediately in writing and seek a waiver of the conflict before the Board of County Commissioners prior to representing the adverse interest or position.

The Executive Director of the Office of Intergovernmental Affairs reserves the right to question the Contractor regarding any client or any potential and/or perceived conflict.

Once a conflict waiver request has been received by the County, the County Manager or designee, in consultation with the County Attorney's Office, reserves the right to take, in his sole discretion, any action regarding a waiver request, including but not limited to the following: (i) allow a waiver and allow the Contractor, and/or employee, partner, or subcontractor to continue to represent both the County and the other party; (ii) disallow a waiver and require the Contractor and/or employee, partner, or subcontractor to choose between representing the County or the other party, or to discontinue representing the other party; (iii) allow a limited waiver and require the Contractor and/or employee, partner, or subcontractor to continue to represent both the County and the other party under whatever limitations or restrictions the County Manager or designee, in consultation with the County Attorney's Office, determines to be appropriate. Any such actions by the County Manager or designee shall only be effective until the Board of County Commissioners has considered the conflict issue.

The Board of County Commissioners may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following: (i) grant a waiver and allow the Contractor, and/or employee, partner, or subcontractor to continue to represent both the County and the other party; (ii) refuse to grant a waiver and require the Contractor and/or employee, partner, or subcontractor to choose between representing the County or the other party, or to discontinue representing the other party; (iii) refuse to grant a waiver and void its contract with the Contractor, and/or employee, partner, or subcontractor; (iv) grant a limited waiver and allow the Contractor

and/or employee, partner, or subcontractor to continue to represent both the County and the other party under whatever limitations or restrictions the County, in its sole discretion, determines to be appropriate.

Pursuant to Resolution No. R-1236-99, the Contractor and each subcontractor shall prepare reports at least monthly advising the Commission of the current status of all issues that the lobbyist is monitoring or tracking that may affect the County, the actions taken on such issues, and the recommendations for future actions on such issues. The Contractor and each subcontractor shall also raise, discuss and recommend any affirmative legislative action that may benefit the County.

Also, pursuant to Resolution No. R-1236-99, all County contracts and subcontracts for lobbying or representation at the state or federal level and/or individuals and firms hired to represent the County on intergovernmental issues must be approved by the Board of County Commissioners.

Pursuant to Resolution No. R-232-01, County lobbyists are instructed to limit legislative initiatives and funding requests on behalf of the County to those that have been approved by the Board of County Commissioners and/or set forth in the legislative package.

____ Contractor has read, understands and agrees to abide by the conflict of interest and other provisions contained in this section 4(f).

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date on the first page and shall be for the duration of one (1) year. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three (3) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) **to the County**

a) to the Project Manager:

Miami-Dade County
Office of Intergovernmental Affairs
111 N.W. 1st Street, Suite 1032
Miami, FL 33128

Attention: Executive Director
Phone: (305) 375-5600
Fax: (305) 375-5639
E-mail: jrasco@miamidade.gov

and,
b) to the Contract Manager:

Miami-Dade County
Internal Services Department
Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

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.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of _____ (\$_____) per year which will be paid in equal monthly payments and, for any portion of a month, such payment will be prorated. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

Notwithstanding the amount stated above, the County reserves the right to request through the use of Work Orders that the Contractor provide related services for the purpose of carrying out the intent of this Agreement, for an additional amount as specified in the Work Order based on the scope and nature of the work requested. The County shall also reimburse the Contractor for certain optional services, which have been approved by the County, pursuant to Appendix A, Scope of Services. The aggregate amount paid for work requested via Work Orders and for optional services shall not exceed _____ (\$_____) per year. This not-to-exceed amount for Work Orders and optional services represents the total aggregate amount for all contractors awarded contracts as a result of RFQ No. 805.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense. With respect to travel costs and travel related expenses, the

Contractor agrees to adhere to Section 112.061 of the Florida Statutes, if applicable, as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County once per month, upon invoices certified by the Contractor. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Office of Intergovernmental Affairs
111 N.W. 1st Street, Suite 1032
Miami, FL 33128
Attention: Executive Director

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the

expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the

performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

- a) All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.
- b) Pursuant to Section 2-2092 of the County Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under this contract, shall make good faith efforts as determined by the County to fill a minimum of 50% of its employment needs under this contract through the South Florida Workforce Board, or other designated Referral Agency. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor shall provide quarterly reports to the Referral Agency indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law

after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND

EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the

- performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
- v. take no action which will increase the amounts payable by the County under this Agreement; and
 - f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
 - g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed.

In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an Injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights,

trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or

agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor

shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|--|--|
| <p>1. <i>Miami-Dade County Ownership Disclosure Affidavit</i>
(Section 2-8.1 of the County Code)</p> <p>2. <i>Miami-Dade County Employment Disclosure Affidavit</i>
(Section 2-8-1(d)(2) of the County Code)</p> | <p>3. <i>Miami-Dade Employment Drug-free Workplace Certification</i>
(Section 2-8.1.2(b) of the County Code)</p> <p>4. <i>Miami-Dade Disability and Nondiscrimination Affidavit</i>
(Section 2-8.1.5 of the County Code)</p> |
|--|--|

5. *Miami-Dade County Debarment Disclosure Affidavit*
(Section 10.39 of the County Code)
6. *Miami-Dade County Vendor Obligation to County Affidavit*
(Section 2-8.1 of the County Code)
7. *Miami-Dade County Code of Business Ethics Affidavit*
(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (g) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. *Miami-Dade County Family Leave Affidavit*
(Article V of Chapter 11 of the County Code)
9. *Miami-Dade County Living Wage Affidavit*
(Section 2-8.8 of the County Code)
10. *Miami-Dade County Domestic Leave and Reporting Affidavit*
(Article 8, Section 11A-60 11A-67 of the County Code)
11. *Subcontracting Practices*
(Ordinance 97-35)
12. *Subcontractor/Supplier Listing*
(Section 2-8.8 of the County Code)
13. *Environmentally Acceptable Packaging*
(Resolution R-738-92)
14. *W-9 and 8109 Forms*
(as required by the Internal Revenue Service)
15. *FEIN Number or Social Security Number*

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- * Identification of individual account records
- * To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- * Tax reporting purposes
- * To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. *Office of the Inspector General*
(Section 2-1076 of the County Code)
17. *Small Business Enterprises*
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. *Antitrust Laws*
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision

shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume

discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with

respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

- a) **User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent

(2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

Appendix A

Scope of Services

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the "County", as represented by the Office of Intergovernmental Affairs, is contracting for the professional services of experienced and qualified law firms, governmental affairs consulting firms, businesses, and/or individuals to provide the County with governmental representation before the executive and legislative branches of the federal government.

A. Qualifications

1. The Contractor should, at a minimum, possess a) a strong working knowledge of legislative, administrative, and regulatory processes at the federal level; b) a clear understanding of large urban areas, including specific knowledge of Miami-Dade County, the federal programs administered by the County, and a knowledge of the funding needs and policy issues important to the County; c) a history of successful lobbying experience at the federal level; d) a clear strategy for representing the County at meetings with key legislators and members of the Executive Branch; e) the ability to liaison with Members of Congress, the federal agencies, and the White House; f) expertise to provide legal and legislative research upon request; g) resources to attend congressional and administrative hearings, monitor legislative and administrative developments, and report back to County staff; h) experience in identifying and securing various sources of federal funding; i) experience in coordinating communications and meetings with Members of Congress and the Administration; j) experience in working with Senate and House committees; k) resources to help facilitate meetings with and communications between committee leadership and senior staff; and l) the ability to provide timely notice of hearings. The Contractor shall be able to provide written and verbal reports.
2. The Contractor should possess a substantial knowledge of past and existing maritime issues including, but not limited to a) expertise identifying and securing dredging authorizations and/or appropriations; b) working knowledge of existing and/or proposed fees or tariffs on the industry; c) experience identifying grant programs and successful experience securing funding from such grant programs for port security and/or port infrastructure improvements; d) knowledge of other ports' activities and legislative actions; and e) involvement with American Association of Port Authority's legislative policies and recommendations. The County may permit this expertise to be provided through sub-contractual relationships.
3. The Contractor should possess a substantial knowledge of transit issues including, but not limited to a) working knowledge of existing and/or proposed fees or tariffs on the industry; b) experience identifying grant programs and successful experience securing funding from such grant programs for heavy rail transit systems and/or related transit infrastructure improvements; c) knowledge of other governmental activities and legislative actions; and d) involvement with Federal Transit Administration's legislative policies and recommendations. The County may permit this expertise to be provided through sub-contractual relationships.
4. The Contractor should possess a strong working knowledge of federal legislative, administrative and regulatory processes and issues related to the aviation industry, including but not limited to a) a working knowledge of the Airport Improvement Program, Passenger Facility Charges, federal aviation security regulations and funding opportunities, and federal environmental and aircraft noise regulations and funding programs; b) a history of successful advocacy on behalf of airports before Congress and the Administration; c) established relationships with key Members of Congress in leadership positions, particularly the Chairman and Ranking Members of committees with oversight of aviation issues, senior staff of such committees, and key Administration officials including, but not limited to, the Office of the President, the Department of Transportation, the Federal Aviation Administration, the Transportation Security Administration, the Department of the Treasury, the U.S. Customs Service, the Department of

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Justice, the U.S. Immigration and Naturalization Service, and the Department of Homeland Security; and d) experience in representing airports and/or airlines in bilateral civil aviation consultations and negotiations between the United States and foreign governments and in representing airports in international air route proceedings. The County will permit this expertise to be provided through sub-contractual relationships.

The Contractor shall not represent any other airport that, in the sole judgment of the County, competes with Miami International Airport. Competitor airports shall include, but shall not be limited to, Atlanta Hartsfield International Airport, John F. Kennedy International Airport in New York and Houston Intercontinental Airport. Contractor shall have an affirmative obligation to notify the County Manager and the Office of Intergovernmental Affairs in writing of each and every airport the Contractor and/or its employees, partners, or subcontractors wishes to represent before Congress, the Administration or any federal agency, as well as the nature of the proposed representation.

5. The Contractor should have extensive knowledge and experience to assist Miami-Dade County's efforts to promote its international trade and commerce, and tourism issues, including but not limited to a) working knowledge of existing and/or proposed fees or tariffs on the industry; b) experience identifying grant programs and successful experience securing funding from such grant programs; c) knowledge of other governmental activities and legislative actions; and d) involvement with the International Trade Administration of the U.S. Department of Commerce's legislative policies and recommendations as well as involvement with the Office of the U.S. Trade Representative. The Contractor should also have strong working relationships with senior officials of the U.S. Department of Homeland Security, Customs and Border Protection, Transportation Security Administration, Department of Agriculture, and other federal agencies responsible for trade and tourism programs. The County may permit this expertise to be provided through sub-contractual relationships.
6. The Contractor should possess a substantial knowledge of law enforcement, public safety and homeland security issues including, but not limited to a) working knowledge of existing programs and services provided by Miami-Dade Police Department; b) experience in identifying grant programs and successful experience in securing funding from such programs for law enforcement, public safety, and homeland security; c) knowledge of other law enforcement agencies activities and legislative actions; d) established relationships with key members of Congress in leadership positions, senior staff, and key Administration officials including but not limited to, the Office of the President, the Department of Justice, the Department of Treasury, the Department of Homeland Security, the U.S. Customs Service, the Federal Bureau of Investigations, the Drug Enforcement Administration, the U.S. Attorney, and the Transportation and Security Administration; and e) knowledge of law enforcement, public safety issues and homeland security for large urban areas. The County will permit the expertise to be provided through sub-contractual relationships.
7. The Contractor should possess a substantial knowledge of energy, environment and natural resources issues including, but not limited to a) working knowledge of existing programs and initiatives of Miami-Dade County, and specifically the Miami-Dade County sustainability efforts; b) experience in identifying grant programs and successful experience in securing funding from such programs for energy, environment and natural resources; c) knowledge of other similar agencies sustainability, renewable energy, climate protection, and "green" activities and legislative actions; d) established relationships with key members of Congress in leadership positions, senior staff, and key Administration officials including, but not limited to, the U.S. Departments of Energy, Agriculture, Commerce, Transportation, and Housing and Urban Development, and the Environmental Protection Agency; and e) knowledge of energy, environment and natural resources issues for large urban areas. The County will permit the expertise to be provided through sub-contractual relationships.

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B. Assignment of Work/Term

It is the County's intention to award contracts with one or more Contractors. The County will have an aggregate amount available for these services per year (to be allocated based upon services requested). Additionally, the County may provide for an additional aggregate amount per year to issue Work Orders on specific issues, for the purposes of carrying out the intent of the requirements herein. The County reserves the right to request that the Contractor obtain services through subcontractors to supplement the expertise and resources which may be required at any given time for the purposes of carrying out the intent of the requirements herein.

Recommendations for Work Orders will be made by the Office of Intergovernmental Affairs Project Manager. All Work Orders must be issue specific and performance driven, reviewed by the County Attorney's Office, and approved by the Chairperson, Board of County Commissioners or designee, and the Board of County Commissioners, prior to issuance.

2. REQUIREMENTS AND SERVICES TO BE PROVIDED

A. Lobbying Ordinances and Resolution Requirements

The Contractor shall abide by and be governed by Miami-Dade County Ordinances and Resolutions, which may have a bearing on the services involved in any agreement(s) issued as a result of this Solicitation, including but not limited to, Section 2-11.1 of the Code of Miami-Dade County (Ordinance 72-82, Conflict of Interest Ordinance); Resolution No. R-1236-99 (Resolution Directing the County Manager to Report Intergovernmental Activity by County Staff, Lobbyists, and Entities that Represent Miami-Dade County at the State and Federal Levels); Resolution No. R-232-01 (Resolution Instructing County Staff and Lobbyists to Limit Legislative Initiatives and Funding Requests to Those Approved by the County Commission); Section 2-11.1.2 of the Code of Miami-Dade County (Ordinance No. 00-64, Ordinance Relating to County's Lobbyists); and Resolution No. R-56-10 (Resolution Setting Policy for Miami-Dade County that all Contract Lobbyists shall Obtain a Waiver from the Board of County Commissioners Prior to Representing any Client in any Forum that is Adverse to the County), all as such may be amended from time to time.

Pursuant to Ordinance Nos. 72-82 and 00-64 and Resolution No. R-1236-99, no person or entity, whether an individual, firm, partnership or corporation, which receives compensation either directly or indirectly from the County for lobbying on behalf of the County or any of its agencies or instrumentalities at either the municipal, state, or national level shall represent any entity in any forum to support a position in opposition to a position of the County unless the Board of County Commissioners grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following: (i) the Contractor's contract being voidable by the County or (ii) a prohibition, for a period of up to three years, as determined by the Board of County Commissioners in its sole discretion, on the Contractor's entering into a lobbying contract with the County.

Each Contractor, on behalf of itself and any and all employees, partners, and subcontractors, shall have an affirmative obligation to notify the County Manager and the Office of Intergovernmental Affairs in writing of each and every party the Contractor and/or its employees, partners, or subcontractors wishes to represent before the Congress, the Administration or any federal agency, as well as the nature of the proposed representation. This obligation shall apply whether such party or interest is adverse to the County or not. Such notification must include all parties the Contractor or employees, partners, or subcontractors wishes to represent.

Separate and independent from the above-referenced obligation, each Contractor, on behalf of itself and any and all employees, partners, and subcontractors, must advise the County Manager and the Office of Intergovernmental Affairs in writing of any position in opposition to a position of the County taken by the Contractor or any employee, partner, or subcontractor and request a waiver of such conflict before the Board of County Commissioners. A position in opposition to a position of the County may take the form of an adverse policy position or fiscal impact on the County, either direct or indirect. A position in opposition to a

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position of the County is not limited to a position that conflicts with an express provision of the legislative package adopted by the Board of County Commissioners. It may also arise in other areas. Not every County interest can be anticipated or enumerated in the County's legislative package, and issues arise and change over the course of the legislative process. It is incumbent on each Contractor and employees, partners, and subcontractors to remain mindful of the County's policy and fiscal interests and positions vis-à-vis other clients. If an actual or perceived conflict arises, the Contractor and/or subcontractor must advise the County Manager and the Office of Intergovernmental Affairs immediately in writing and seek a waiver of the conflict before the Board of County Commissioners.

Once a conflict waiver request has been received by the County, the County Manager reserves the right to determine whether the Contractor and/or employee, partner, or subcontractor may continue representing the County and the other interest until the Board of County Commissioners can consider the conflict issue. ~~The Board of County Commissioners may take, in its sole discretion, any action regarding a waiver request,~~ including but not limited to the following: (i) grant a waiver and allow the Contractor, and/or employee, partner, or subcontractor to continue to represent both the County and the other party; (ii) refuse to grant a waiver and require the Contractor, and/or employee, partner, or subcontractor to choose between representing Miami-Dade County or the other party, or to discontinue representing the other party; (iii) refuse to grant a waiver and void its contract with the Contractor and/or employee, partner, or subcontractor; or (iv) grant a limited waiver and allow the Contractor and/or employee, partner, or subcontractor to continue to represent both the County and the other party under whatever limitations or restrictions the County, in its sole discretion, determines to be appropriate.

Pursuant to Resolution No. R-1236-99, each Contractor and each subcontractor shall prepare regular monthly reports advising the Commission of the current status of all issues that the lobbyist is monitoring or tracking that may affect the County, the actions taken on such issues, and the recommendations for future actions on such issues. Each Contractor and each subcontractor shall also raise, discuss and recommend any affirmative legislative action that may benefit the County. Also, pursuant to Resolution No. R-1236-99, all County contracts and subcontracts for lobbying or representation at the state or federal level and/or individuals and firms hired to represent the County on intergovernmental issues must be approved by the Board of County Commissioners. As such, any subcontractors that a Contractor seeks to hire to fulfill the requirements of any contract issued as a result of this Solicitation must receive prior approval by the Board of County Commissioners.

B. Representation and Consulting Services

The Contractor shall provide governmental representation and consulting services requested by the County, for various subjects/issues assigned to the Contractor, including but not limited to those examples listed in Attachment A. The Contractor will receive issue and project assignments based on the County's annual legislative package.

The Contractor shall:

1. Report and meet with the County on a weekly basis, or on an as needed basis, while the Congress is in session on those issues important to the County and the actions taken on such issues.
2. Report and meet with the County on a monthly basis when the Congress is not in session.
3. Prepare monthly written reports, in a timely manner, advising the County of the current status of all issues that the Contractor is monitoring or tracking that may affect Miami-Dade County, 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 County. (Note: An invoice will not be accepted by the County as proper, and ready for payment, if the Contractor has outstanding reports due from that invoice period or earlier.)

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The monthly reports shall be provided by the Contractor to the Chairman and Members of the Board of County Commissioners, Commission Auditor, and Office of Intergovernmental Affairs.

4. Raise, discuss and recommend any affirmative legislative action that may benefit the County.
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 County of the current status of legislation while Congress is in session.

7. Integrate its efforts with the County's Office of Intergovernmental Affairs 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 County upon request by the County in the number of copies as requested by the County for that particular instance.
10. Upon request, arrange for meetings, including Members of the Miami-Dade County Delegation, with 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.

3. OPTIONAL SERVICES

The County may request optional services such as travel for special projects, and food, non-alcoholic beverage and reception services directly related to County lobbying efforts. All optional services and related expenses require prior written County approval.

Attachment A

Federal Subject Areas/Issues

- a) Federal Appropriations/Earmarks
- b) Unfunded Mandates
- c) Aviation – Federal Inspection Services, Explosive Detection System (EDS) Installation, Federal Aviation Administration (FAA) funding, Transportation Security Administration (TSA), aviation security, passenger screening, cargo and capital improvement issues, international trade
- d) Seaport – Corps of Engineers (dredging projects), Coast Guard, Customs and Border Protection, maritime security, cargo and cruise passenger issues, international trade, Water Resource Development Act (WRDA)
- e) Transit – Metro-rail expansion, Federal Transit Administration (FTA) approval process, project authorization, bus and bus related projects
- f) Solid Waste Management
- g) Community Development/Urban Initiatives – Empowerment Zone and Performing Arts Center
- h) Housing/Homeless Programs
- i) Business Development and Retention
- j) Environmental Issues and Environmental Infrastructure Projects – Including Everglades Restoration, Beach Erosion Control/Renourishment, and Flood Mitigation
- k) Agricultural Issues – Country of Origin Labeling, Animal and Plant Health Inspection Service (APHIS), Food Safety
- l) Base Realignment and Closure (BRAC) - Homestead Air Reserve Base (interagency planning, training and redevelopment) and U.S. Southern Command
- m) Water and Sewer Issues and Projects
- n) Immigration –program funding, federal programs, Administration Initiatives, reform
- o) Homeland Security – funding, grants, large urban county issues, Urban Areas Security Initiative (UASI), grants
- p) Criminal and Juvenile Justice – public safety, crime prevention, juvenile justice, gun violence prevention
- q) Healthcare, Medicare, Medicaid, AIDS
- r) Welfare Reform Implementation/Changes
- s) Human/Social Services
- t) Head Start/Early Head Start/Education Reform

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- u) Planning, Development and Zoning
 - v) Federal Emergency Management Agency (FEMA), mitigation and preparedness
 - w) Telecommunications/E-commerce – regulation and taxation
 - x) Consumer Protection – predatory lending, regulation of towing, telecommunications
 - y) Finance and Taxation
 - z) Election Reform
-
- aa) Utility Deregulation/Energy Reform
 - bb) Mosquito Control, West Nile Virus
 - cc) International Trade, Trade Agreements, Aviation BI-laterals
 - dd) Parks and Recreation
 - ee) Public Works
 - ff) Grants and Grant Administration
 - gg) Other issues in the County's annual legislative package