



Internal Review of Lobbyists' Contract, Impact, and Value

September 24, 2025

Pembroke Pines Commissioners

The Honorable Mayor and Members of the City Commission
City of Pembroke Pines, FL

We have performed the procedures enumerated in Assessment Procedures of this report, which were agreed to by the Commission of the City of Pembroke Pines (City) pursuant to our contract dated January 2, 2025, solely to assist you with respect to completing a portion of the City's internal audit plan for the year as of and for the 2025 ended September 30, 2025, which includes an internal audit assessment of Ericks Consultants Inc., Lawrence J. Smith, P. A., Smith, Bryan, and Myers, Inc. contracts.

The engagement was performed in accordance with consulting standards established by the American Institute of Certified Public Accountants (AICPA). Our services were provided in accordance with Global Internal Audit Standards (GIAS) established by the Institute of Internal Auditors. We were not engaged to, and did not, conduct a financial statement audit or an examination, the objective of which would be the expression of an opinion on the financial statements or any elements, accounts, or items thereof as part of this engagement. Accordingly, we do not express such an opinion.

Our engagement did not include a detailed examination of all transactions and was not designed, and cannot be relied upon, to discover all errors, irregularities, or illegal acts, including fraud or defalcations, that may exist. Had we performed additional procedures, other findings of significance may have been reported to you. The sufficiency of the procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described in the Appendix of this report for the purpose for which this report has been requested or for any other purpose.

This report summarizes the scope of the engagement, the procedures performed, and the results of our procedures.

Our report is intended for use only by the City management and solely for reporting findings with respect to the procedures performed by us. This report is not intended to be, and should not be, used by anyone other than these specified parties unless express written consent is obtained from **Forvis Mazars, LLP**.

Forvis Mazars, LLP

September 24, 2025

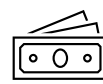
¹ Tailor specified users as applicable. External auditors should not be included as a specified user.

Internal Review of Lobbyist Contracts, Impact, and Value

Objective and Scope

Objective: To assess the impact, value, and transparency of the lobbyists operating on behalf of the City.

Scope: Our scope included assessing the activities performed by lobbyists by reviewing the outcomes and benefits derived from these expenditures.



Financial Commitment

The City pays the lobbyist every month based on the terms outlined in the contract.



Lobbyist Activities

Lobbyists engage in activities that reflect and advance the City’s priorities through a combination of formal and informal communication channels. These efforts include participating in meetings, initiating phone calls, exchanging text messages, and preparing reports, among other strategic interactions.



Impact & Value

While lobbyist activities may not always lend themselves to a quantitative measurement to demonstrate direct impact, they often deliver qualitative value. These efforts help the City promote initiatives that align with its strategic goals and mitigate potential challenges that could have adverse effects.

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Background

- The primary purpose of a lobbyist is to influence governmental decision-making on behalf of a specific group or organization. Lobbyists act as intermediaries, communicating the interests and concerns of their clients to lawmakers and government officials to shape legislation, regulations, and other policies.
- The City has maintained contractual relationships with three lobbying firms over the past several years: Ericks Consultants, Inc.; Smith, Bryan & Meyers, Inc.; and Lawrence J. Smith, P.A.
- The lobbyist contracts are for a one (1) year period and are renewed on an annual basis.
- The City has hired three lobbyist consulting firms to help during legislative sessions. This includes attending meetings, participating in hearings or rule-making processes at all levels of government, and supporting the City with government regulatory agencies.
- Reports are provided by the lobbyists to the City on an annual basis or more frequently, outlining their activities. The reports also include any legislation that might affect the city.
- A contract performance report card is completed annually on each lobbyist by the City as part of the contract renewal process. In addition, a year-end report is provided to the City's Commission as part of the contract renewal process.

Observations are defined as opportunities where Pembroke Pines can align with best practices within the industry sector, enhance efficiencies of operations, or prevent risks that may have a negative impact on Pembroke Pines's ability to meet their objectives.

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Ericks Consultants, Inc.

- **Activities, Impact & Value (2023-2024 Fiscal Year)**
 - Reported on meetings of the state Legislature of importance to the City
 - Tracked legislation related to the City that focused on protecting home rule, defending against unfunded mandates, and serving the City’s charter school system
 - Helped to secure \$400,000 in appropriations in a bill that passed both the House of Representatives and the Senate for the City’s Utilities Emergency Operations Center
 - Helped to pass HB 1259, which created a glide path for more equitable charter school funding
 - In 2023-2024, they worked to improve or stop detrimental legislation involving:
 - Vacation rentals
 - Sovereign immunity
 - Local government revenues
 - Residential permitting
 - Transportation planning
 - Municipal utilities

Important Metrics
• Performs lobbying activities on a state and local level • Has worked with the City for over 18 years • The contract was renewed for the 12th time in December 2024 for \$84,000 • The last five contract amendments included annual fees of: • 12th Amendment – December 2024 - \$84,000 • 11th Amendment – January 2024 - \$84,000 • 10th Amendment – December 2022 - \$84,000 • 9th Amendment – December 2021 - \$84,000 • 8th Amendment – November 2020 - \$84,000

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Smith, Bryan, and Myers, Inc.

- **Activities, Impact & Value (2023 – 2024 Fiscal Year)**
 - Reported on meetings of the state Legislature of importance to the City
 - Meets with legislative members regularly to discuss the City’s priorities
 - Performed a due diligence assessment for the City on providing property insurance to residents
 - Established and nurtured strategic relationships with key decision-makers associated with the Howard Foreman Center
 - Collaborates with legislators on issues dealing with:
 - Healthcare
 - Affordable Housing
 - Long-term leases and Subleases
 - Environmental Protection
 - Property Taxes
 - Homeowner Insurance

Important Metrics
• Performs lobbying activities on a state and local level • Has worked with the City for over eight years under this name • Previously the firm was called Bryan, Villella, and Myers, Inc. and has been periodically doing business with the City since 2006 • The contract was renewed for the 8th time in January 2025 for \$36,000 • The last five contracts included annual fees of: • 8th Amendment – December 2024 - \$36,000 • 7th Amendment – January 2024 - \$36,000 • 6th Amendment – December 2022 - \$36,000 • 5th Amendment – December 2021 - \$36,000 • 4th Amendment – November 2020 - \$36,000

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Lawrence J. Smith P. A.

- **Activities, Impact & Value (2023 – 2024 Fiscal Year)**
 - Reported on meetings of federal Legislature of importance to the City
 - Working on helping the City secure a community project that is worth over \$400,000 by getting it in front of the right people
 - Assists with identification and pursuit of grants that are of interest to the City by preparing grant documents
 - Meets with congressional staff regularly on behalf of the City
 - Communicates monthly about activities that happen on the federal level that may impact the City.
 - Cultivates strategic relationships with members of the current federal administration to ensure the City’s priorities are prominently considered in national policy discussions and decision-making processes

Important Metrics
• Performs lobbying activities on a federal level • Has worked with the City for over 20 years • The contract was renewed for the 12th time in December 2024 for \$50,000 • The last five contracts included annual fees of: ○ 12th Amendment – December 2024 - \$50,000 ○ 11th Amendment – January 2024 - \$50,000 ○ 10th Amendment – December 2022 - \$50,000 ○ 9th Amendment – December 2021 - \$84,000 ○ 8th Amendment – November 2020 - \$84,000

Internal Review of Lobbyist Contracts, Impact, and Value

Observation #1 - The Current Lobbyist Assessment Does Not Include Impact and Value to the City

The current report card assessment completed by the Assistant City Manager, with input from the City Manager, focuses on four categories as outlined below.

Lobbyists Report Card Ratings				
Rating Categories	Maximum Points	Department Head Rating		
		Ericks Consultants, Inc.	Lawrence J. Smith, P.A.	Smith, Bryan, and Myers, Inc.
Work completed on time	25	24	24	24
Quality of work	30	30	29	30
Are all requirements of the contract being met	25	25	25	25
Department overall satisfaction	20	19	19	19
	100	98	97	98
Recommended for Renewal		Yes	Yes	Yes

While the existing categories are generally appropriate, they do not account for the lobbyist’s impact or value to the City. Given the inherent difficulty in quantifying such contributions, the assessment framework should include a mechanism to align the lobbyist’s activities with the City’s long-term strategic plan or annual priorities.

Internal Review of Lobbyist Contracts, Impact, and Value

Observation #1 (continued) - The Current Lobbyist Assessment Does Not Include Impact and Value to the City

Recommendation: We recommend that the City require each lobbyist vendor to explicitly map their activities to the City's long-term strategic plan or annual priorities. This alignment should be incorporated into the Report Card review process as a formal criterion for contract renewal.

Management Response: Management concurs with the Auditor's recommendation. While the lobbyists already provide a comprehensive annual report outlining their activities, Management agrees that explicitly mapping these efforts to the City's annual legislative priorities will strengthen alignment with the City's strategic objectives. This requirement will be incorporated into the Report Card review process and implemented as part of the upcoming lobbyists contract renewal.

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Lobbyists' Activities Align with Contractual Obligations

The scope of services as outlined in the lobbyist contracts includes the following:

- Work with the City Commission, City Manager's Office, and the Broward County Legislative Delegation in developing special or general legislation as directed by the City Manager.
- Testify and lobby during and before the Legislative Session(s), Governor and Cabinet, as necessary, on behalf of the City of Pembroke Pines, including Legislative Committee meetings and the various meetings of the Broward County Legislative Delegation.
- Coordinate appointments/meetings between the Mayor, City Commissioners, and other City Staff, upon the City Manager's request, with appropriate State officials/legislators.
- Report regularly to the City Commission, City Manager, and other applicable staff as designated by the City.
- Provide the City Commission and the City Manager's office with periodic reports during the time that the Florida Legislature has been called into regular and special session.

Based on our interviews with the lobbyists and the Assistant City Manager, along reading documentation provided by both the City and the lobbyists, and our review of the contracts, we determined that the lobbyists are fulfilling the services specified in their current agreements.

City Compliant with Contractual Payment Terms

Our review of the invoices and payment schedule indicates that the City has consistently compensated the lobbyist in accordance with the contractual terms, both in the current period and in prior contract years.

Appendix

Appendix A: Assessment Procedures

Below are procedures performed prior to this presentation:

- Reviewed the contract to identify testing relevant to services provided by the Lobbyists.
- Obtained existing documentation, procedures for the in-scope areas and assess the process and control environment.
- Conducted walkthroughs with process owners and key stakeholders.
- Obtained or observed support for each process within the vendor areas.
- Identified potential gaps and opportunities for improvement as observations.

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