THIRD AMENDMENT TO LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SMITH, BRYAN & MYERS, INC.

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____, **2019**, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

SMITH, BRYAN & MYERS, INC., a Florida profit corporation, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **311 E. Park Avenue, Tallahassee, FL 32301** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, pursuant to Section 35.18(C)(2) of the City of Pembroke Pines Procurement Procedures; contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from the competitive bid and competitive proposal requirements; and,

WHEREAS, on **February, 2, 2017,** the CITY and CONSULTANT entered into the Original Agreement for **Legislative Consulting Services** for an initial **one (1) year period,** commencing on **February 2, 2017** and expiring on **January 31, 2018;** and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for additional **one (1) year** renewal terms evidenced by a written amendment to the Original Agreement; and,

WHEREAS, on **December 4, 2017**, the Parties executed the First Amendment to the Original Agreement which amended **Section 26 – Public Records** with additional language referring to the Public Records Statute; and,

WHEREAS, the First Amendment to the Original Agreement also included the addition of **Section 27 – Disclosure Requirements**; and,

WHEREAS, the First Amendment to the Original Agreement also renewed the term of the Original Agreement for one year effective **February 1, 2018** and terminated **January 31, 2019**; and,

WHEREAS, on **November 20, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement for one year effective **February 1, 2019** and terminating on **January 31, 2020** and included the addition of the Scrutinized Companies Statutes; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

WHEREAS, the Parties further desire to execute the **third one (1) year renewal** option and amend the Original Agreement, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 7 of the Original Agreement, entitled “Compensation,” is hereby amended by the addition of the following:

7.01.5 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

SECTION 3. The Original Agreement is hereby renewed for the **third one (1) year** renewal period, commencing on **February 1, 2020** and terminating on **January 31, 2021.**

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY: _____
CHARLES F. DODGE
CITY MANAGER

_____
MARLENE D. GRAHAM,
CITY CLERK

APPROVED AS TO FORM

_____
Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

SMITH, BRYAN & MYERS, INC.

BY: _____

Print Name: Jeff Hartley

Title: Partner

WITNESSES

_____
Heather Faircloth
Print Name

_____
Victoria Greco
Print Name

STATE OF Florida)
) ss:
COUNTY OF Leon)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared to me as Jeff Hartley of **SMITH, BRYAN & MYERS, INC.,** an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **SMITH, BRYAN & MYERS, INC.,** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24th day of December, **2019**.

Notary Public State of Florida
Debbie M Wysocki
My Commission GG 229425
Expires 06/18/2022

_____
Debbie M. Wysocki
NOTARY PUBLIC

Debbie M. Wysocki
(Name of Notary Typed, Printed or Stamped)

SECOND AMENDMENT TO LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SMITH, BRYAN & MYERS, INC.

THIS AGREEMENT, dated this 20th day of November 2018, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

SMITH, BRYAN & MYERS, INC., a Company authorized to do business in the State of Florida, with a business address of **311 E Park Avenue, Tallahassee, FL 32301,** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to Section 35.18(C)(2) of the City of Pembroke Pines Procurement Procedures; contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from the competitive bid and competitive proposal requirements; and,

WHEREAS, on **February 2, 2017,** the CITY and CONSULTANT entered into the Original Agreement for **Legislative Consulting Services** for an initial **one (1) year period,** which expired on **January 31, 2018;** and,

WHEREAS, the Original Agreement, as amended, authorized the renewal of the Agreement for additional one (1) year renewal terms subject to satisfactory performance by CONSULTANT, upon determination by CITY that renewal is in the best interest of CITY and approval by the City Commission; and,

WHEREAS, on December 4, 2017, the Parties executed the First Amendment to the Original Agreement which amended **Section 26 – Public Records** with additional language referring to the Public Records Statute; and,

WHEREAS, the First Amendment to the Original Agreement also included the addition of **Section 27 – Disclosure Requirements**; and,

WHEREAS, the First Amendment to the Original Agreement also renewed the term of the Original Agreement for one year effective **February 1, 2018** and terminating **January 31, 2019**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties seek to amend the Original Agreement, as amended, to include the Scrutinized Companies Statute; and,

WHEREAS, the Parties seek to execute the **second one (1) year renewal** option and amend the Original Agreement in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended by the First Amendment, is hereby further amended by the addition of Section 28 entitled "Scrutinized Companies," as follows:

> **28. Scrutinized Companies.** CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:
>
> 28.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
>
> 28.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
>
> 28.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
>
> 28.2.2 Is engaged in business operations in Syria.

SECTION 3. The Original Agreement, as amended, is hereby renewed for the **second one (1) year renewal** period commencing on **February 1, 2019** and terminating on **January 31, 2020.**

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, as amended, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each Exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

MARLENE D. GRAHAM, 11/20/18
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

CONSULTANT:

WITNESSES

Parker Powell
Print Name

Heather Faircloth
Print Name

SMITH, BRYAN & MYERS, INC.

BY:

Print Name: Jeff Hartley

Title: Partner

STATE OF Florida)
) ss:
COUNTY OF Leon)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jeff Hartley as Partner of **SMITH, BRYAN & MYERS, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **SMITH, BRYAN & MYERS, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 2nd day of November, **2018**.

Debbie M. Wysocki
NOTARY PUBLIC

Notary Public State of Florida
Debbie M Wysocki
My Commission GG 229425
Expires 06/18/2022

Debbie M. Wysocki
(Name of Notary Typed, Printed or Stamped)

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number:

File ID: 18-1251 **Type:** Agreements/Contracts **Status:** Passed

Version: 1 **Agenda Section:** **In Control:** City Commission

File Created: 10/08/2018

Short Title: Contract Database Report **Final Action:** 10/17/2018

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

(A) ERICKS CONSULTANTS, INC. - LEGISLATIVE CONSULTING SERVICES
(B) LAWRENCE J. SMITH, P.A. - LEGISLATIVE CONSULTING SERVICES
(C) SMITH, BRYAN AND MYERS, INC. - LEGISLATIVE CONSULTING SERVICES
(D) SRT SUPPLY, INC. - PURCHASE OF POLICE BODY ARMOR

***Agenda Date:** 10/17/2018

Agenda Number:

Internal Notes:

Attachments: 1. Contract Database Report - October 17, 2018, 2. Ericks Consultants, Inc -Legislative Consulting Services (ALL BACKUP), 3. Ericks Consultants - 2018 End of Session Summary Report, 4. Ericks Consultants - 2018 End of Session Summary Report - Additional, 5. Lawrence J. Smith - Legislative Consulting Services Agreement (ALL BACKUP), 6. Lawrence J. Smith - 2018 End of Session Summary Report, 7. Smith, Bryan & Myers - Legislative Consulting Services (ALL BACKUP), 8. Smith, Bryan and Myers - 2018 End of Session Summary Report, 9. SRT Supply, Inc - Purchase of Body Armor for Police Department (ALL BACKUP)

1	City Commission	10/17/2018	approve	Pass

Action Text: Motion was made by Commissioner Castillo and seconded by Vice Mayor Good to approve the Consent Agenda, including Sections (C) and (D) of Item #7.

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.

Nay: - 0

1	City Commission	10/17/2018	approve	Pass

Action Text: Prior to the vote on the Consent Agenda, Sections (A) and (B) of Consent Item 7 were pulled by Vice Mayor Good for discussion.

Vice Mayor Good made an amendment to the motion to proceed with the approval of the Ericks Consultants, Inc. and Lawrence J. Smith, P.A. consulting service agreements referred to respectively in Sections (A) and (B) of Item #7, on condition that these consulting service agreements terminate on January 31, of 2020, so that City Administration could go out and re-bid. The motion died for lack of a second. No action was taken on the amended motion.

Whereupon Commissioner Castillo requested Mayor Ortis to move the question. Mayor Ortis said the question was called, referring back to the motion as written to approve sections (A) and (B) of Item #7. The motion carried by the following vote:

Aye: - 4 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, and Commissioner Siple

Nay: - 1 Vice Mayor Good Jr.

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

(A) ERICKS CONSULTANTS, INC. - LEGISLATIVE CONSULTING SERVICES
(B) LAWRENCE J. SMITH, P.A. - LEGISLATIVE CONSULTING SERVICES
(C) SMITH, BRYAN AND MYERS, INC. - LEGISLATIVE CONSULTING SERVICES
(D) SRT SUPPLY, INC. - PURCHASE OF POLICE BODY ARMOR

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the October 2018 Contract Database Report.

(A) Ericks Consultants, Inc. - Legislative Consulting Services

1. On February 6, 2013, the City Commission approved to enter into a Legislative Consulting Services Agreement with Ericks Consultants, Inc. for an initial one (1) year period commencing February 1, 2013 and ending January 31, 2014.
2. The City of Pembroke Pines Administration utilizes Ericks Consultants, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Pursuant to Section 6.01 of the Original Agreement, the agreement may be renewed by City for additional one (1) year terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
4. To date, this agreement has had five amendments, including five (5) one (1) year renewals which extended the term of the agreement to January 31, 2019.
5. On January 7, 2015, the City Commission approved the Second Amendment to the Original Agreement, which increased the cost of the agreement to $84,000.
6. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2019 and expiring January 31, 2020, as allowed by the agreement.

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services

1. On February 6, 2013, the City Commission approved to enter into a Professional Services Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period commencing

February 1, 2013 and ending January 31, 2014.
2. The City of Pembroke Pines Administration utilizes Lawrence J. Smith, P.A. to provide services during legislative session, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the city with the State and Local Government regulatory agencies.
3. Pursuant to Section 6.01 of the Original Agreement, the agreement may be renewed by City for additional one (1) year terms subject to satisfactory performance by Consultant, upon the determination by City that renewal is in the best interest of City and approval by City Commission. Each one (1) year term renewal shall require written mutual consent of City and Consultant prior to renewal.
4. To date, this agreement has had five amendments, including five (5) one (1) year renewals which extended the term of the agreement to January 31, 2019.
5. On January 7, 2015, the City Commission approved the Second Amendment to the Original Agreement, which increased the cost of the agreement to $84,000.
6. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2019 and expiring January 31, 2020, as allowed by the agreement.

(C) Smith, Bryan and Myers, Inc. - Legislative Consulting Services
1. On December 14, 2016, the City Commission Approved to enter into a Legislative Consulting Agreement with Smith, Bryan and Myers, Inc. for an initial one (1) year period commencing February 1, 2017and ending January 31, 2018.
2. The City of Pembroke Pines Administrations utilizes Smith, Bryan and Myers, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government Regulatory agencies.
3. Pursuant to Section 6.01 of the Original Agreement, this agreement may be renewed by City for additional one (1) year terms subject to satisfactory performance by Consultant, upon the determination by City that renewal is in the best interest of City and approval by City Commission. Each one (1) year term renewal shall require written mutual consent of City and Consultant prior to renewal.
4. To date, this agreement has had one (1) amendment, including one (1) one (1) year renewal which extended the term of the agreement to January 31, 2019.
5. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2019 and expiring January 31, 2020, as allowed by the agreement.

(D) SRT Supply, Inc. - Purchase of Police Body Armor
1. On February 3, 2016, the City Commission approved to enter into an agreement with SRT Supply, Inc. for an initial one (1) year period commencing March 1, 2016 and ending February 28, 2017.
2. The City of Pembroke Pines Police Department utilizes SRT Supply, Inc. to provide body armor vests on an as needed basis.
3. Pursuant to Section 2.2 of the Original Agreement, this agreement may be renewed for five (5) additional one (1) year terms upon mutual written consent, evidenced by a written Amendment.

4. To this date, this agreement has had two (2) amendments, including two (2) one (1) year renewals, which extended the term of the agreement to February 28, 2019.
5. The Police Department recommends that the City renew this Agreement for an additional one (1) year term, commencing March 1, 2019 and expiring February 28, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.

FIRST AMENDMENT TO LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SMITH, BRYAN AND MYERS

THIS AGREEMENT, dated this 4 day of December 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

SMITH, BRYAN AND MYERS, a Florida Corporation authorized to do business in the State of Florida, with a business address of **311 East Park Avenue, Tallahassee, Florida 32301,** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to section 35.18(C)(2) of the City of Pembroke Pines Procurement Procedures; contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from the competitive bid and competitive proposal requirements.

WHEREAS, on **February 2, 2017,** the CITY and CONSULTANT entered into the Original Agreement for **Consulting Services** for an initial **one (1) year period,** which expires on **January 31, 2018;** and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional one (1) year renewal terms subject to satisfactory performance by CONSULTANT, upon determination by CITY that renewal is in the best interest of CITY and approval by CITY Commission. Each One (1) year term renewal shall require written mutual consent of CITY and CONSULTANT prior to renewal; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties specifically seek to execute the **first one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto

agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 26, entitled "Public Records", is hereby amended by the addition of the following:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

SECTION 3. The Original Agreement, is hereby amended by the addition of Section 27 entitled "Disclosure Requirements," as follows:

27. Disclosure Requirements

27.1 Florida law requires lobbying firms to make certain public disclosures regarding their legislative and executive branch lobbying activity which includes registering to represent a lobbying client and reporting compensation related to all lobbying activity for each client on a quarterly basis with such compensation reports being subject to a random audit on an annual basis.

27.2 The Florida House of Representatives also requires lobbying firms to publicly disclose each issue they are engaged to lobby on behalf of a lobbying client including specific bill numbers. In accordance with Florida House Representatives Rule 17.1(i), lobbying firms representing public sector clients are required to file a true and correct copy of the lobbying contract and any addendum thereto with the Florida House Public Integrity & Ethics Committee.

27.3 Florida lawyers who engage in lobbying activity for a client are bound by Rules Regulating the Florida Bar which provide that information relating to a client's representation are confidential unless certain limited exceptions apply. Some of the information required to be disclosed by Florida law and the Florida House of Representatives under subparagraphs (27.1) and (27.2) above, is considered

confidential by the Florida Bar, as such, by entering into this Agreement, Client consents to the disclosure of the required information.

SECTION 4. The Original Agreement is hereby renewed for the **first one (1) year renewal** period commencing on **February 1, 2018** and terminating on **January 31, 2019.**

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

MARLENE D. GRAHAM, 12/4/17
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

CONSULTANT:

WITNESSES

Heather Faircloth
Print Name

Hunter Flack
Print Name

SMITH, BRYAN & MYERS

BY:

Print Name: Jeff Hartley

Title: Partner

STATE OF Florida)
) ss:
COUNTY OF Leon)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jeff Hartley as Partner of **SMITH, BRYAN & MYERS,** an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **SMITH, BRYAN & MYERS,** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14th day of November, 2017.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

LISA M. HURLEY
Commission # FF 232100
Expires May 20, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SMITH, BRYAN AND MYERS.

THIS AGREEMENT, made and entered into this 2 day of February 2015 by and between:

CITY OF PEMBROKE PINES, FLORIDA, a municipal corporation
10100 Pines Boulevard
Pembroke Pines, FL 33026
(hereinafter referred to as "CITY")

and

SMITH, BRYAN AND MYERS., a Florida corporation
311 East Park Avenue
Tallahassee, Florida 32301
(hereinafter referred to as "CONSULTANT")

IN CONSIDERATION of the mutual covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, CITY and CONSULTANT do mutually agree as follows:

Section 1. PURPOSE: The parties agree that the main purpose of this Agreement is for CONSULTANT to provide professional legislative consulting services during legislative sessions, including meetings as well as state administrative and agency hearings, meetings or rule making proceedings, and to assist CITY with State and Local Government regulatory agencies.

Section 2. SCOPE OF SERVICES:

2.01 This Scope of Services between CITY and CONSULTANT and any and all Exhibits, will set forth the duties, obligations and responsibilities of CITY and CONSULTANT in the provision of legislative consulting services and related services for CITY. CONSULTANT shall specifically provide the services for issues as directed by the City Manager. CONSULTANT'S services during the term of this Agreement shall include, but not be limited to:

2.01.1 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.

2.01.2 Testify and Lobby during and prior to 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.

2.01.3 Appear and testify before State agency hearings, rule-making proceedings and other administrative and legislative meetings, as necessary, in order to promote and seek passage of legislation affecting the CITY as directed by the City Manager.

2.01.4 Coordinate appointment/meetings between the Mayor, City Commissioners, and other City Staff, upon the City Manager's request, with appropriate State officials/legislators.

2.01.5 Report regularly to the City Commission, City Manager, and other applicable staff as designated by CITY, through correspondence, informational bulletins, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate bills to CITY, informing CITY of various meetings/hearings attended on CITY'S behalf, providing CITY with any applicable interim studies prepared by the House or Senate, clippings, information from the Florida Administrative Weekly which may be pertinent to CITY, and individually meeting with or contacting Mayor and City Commission on issues, as required by the City Manager.

2.01.6 Assist the CITY, including coordinating with the City Attorney's Office and City Administration on matters associated with the Howard C. Forman Health Campus with State regulatory agencies, including the review and processing of items requiring approval by State regulatory agencies with oversight responsibilities over the Howard C. Forman Health Campus.

2.01.7 CONSULTANT may be requested to provide specific services for additional issues. Said services shall be outlined in a separate scope of work approved in writing by the City Manager and incorporated herein as an Exhibit to this Agreement.

2.02 The CONSULTANT shall 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. Additionally, the CONSULTANT shall be required to send immediate alerts to the City Manager's office when any immediate action may be required to be taken by the CITY or any action is being contemplated by the Florida Legislature which will directly impact the CITY. Furthermore, the CONSULTANT shall assist in arranging trips to Tallahassee for staff or elected officials when required to address specific issues affecting the City of Pembroke Pines. Additionally, the CONSULTANT shall enhance the Legislative program process by initiating discussions, conferences and meetings with the CITY, by and through its elected representatives and Senior Management staff personnel, prior to the commencement of the Regular Session of the Legislature.

Section 3. RESPONSIBILITIES OF CITY:

3.01 CITY shall designate the City Manager as the lead staff person to coordinate with CONSULTANT; however, other individuals may be designated by City Manager from time to time.

3.02 CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that, especially during the legislative session, it is important to have the appropriate staff available.

3.03 CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the Legislative Consulting Services under this Agreement.

Section 4. CONSULTANT RESPONSIBILITIES:

4.01 CONSULTANT shall perform the scope of services, as set out in Section 2 and throughout this Agreement, as the Legislative Consultant. This list shall not be deemed to be all-inclusive and may be changed from time to time as authorized by City Commission.

4.02 All correspondence shall be directed through the City Manager or his designee.

4.03 CONSULTANT shall devote reasonable and sufficient time to representation of CITY to achieve satisfactory results. CITY recognizes that CONSULTANT has other clients for legislative representation.

Section 5. INDEPENDENT CONTRACTOR STATUS:

5.01 CONSULTANT and their employees, subcontractors, volunteers and agents, shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

5.02 CITY will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other state agencies.

Section 6. TERM OF AGREEMENT:

6.01 The term of this Agreement shall be from February 1, 2017 through and including January 31, 2018, unless terminated earlier pursuant to the Section 12 of this Agreement. This Agreement may be renewed by CITY for additional one (1) year terms subject to satisfactory performance by CONSULTANT, upon the determination by CITY that renewal is in the best interest of CITY and approval by CITY Commission. Each One (1)

year term renewal shall require written mutual consent of CITY and CONSULTANT prior to renewal.

Section 7. COMPENSATION:

7.01 CONSULTANT shall be paid as follows:

7.01.1 CITY shall pay CONSULTANT an annual fee of $36,000.00 payable in twelve equal monthly payments of $3,000.00. Although CITY will not compensate the independent contractor on an hourly basis, prior to payment by CITY, CONSULTANT shall provide a statement as to the types of services provided to CITY by the 1st of each month for the month prior. This statement shall include, but not be limited to, the type of service provided and an indication of person/committees/agencies with whom CONSULTANT met. This statement shall also include a summary of services provided and approximate time spent by CONSULTANT on behalf of the CITY during this period.

7.01.2 The fee established in 7.01 (A) above shall be inclusive of all expenses of CONSULTANT, for travel and per diem, telephone expense, photocopying and mailing expenses.

7.01.3 Any additional expenses to be incurred by CONSULTANT shall be approved in advance by City Manager. Said approval shall be in writing to CONSULTANT and may be submitted to CONSULTANT via facsimile or e-mail.

7.01.4 CONSULTANT shall continue to provide the required statement as outlined above. The statement shall be sent to the attention of the City Manager.

Section 8. WARRANTIES:

8.01 CONSULTANT warrants to CITY that the services performed hereunder shall be performed in a professional manner, and that such services and be of the highest quality.

8.02 CONSULTANT warrants to CITY that they shall comply with all applicable federal, state and local laws, regulations and orders in carrying out their responsibilities under this Agreement.

8.03 CONSULTANT warrants to CITY that they are not insolvent, they are not in bankruptcy proceedings or receivership, nor are they engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on their ability to perform their obligations under this Agreement.

8.04 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

Section 9. INDEMNIFICATION:

9.01 GENERAL INDEMNIFICATION: CONSULTANT shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of the CONSULTANT or their subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of any act, omission, default or negligence of the CONSULTANT in the provision of the services under this Agreement.

9.02 CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to reasonable attorney's fees and court and arbitration costs. These indemnifications shall survive the term of this Agreement.

9.03 CONSULTANT shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select their own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

Section 10. DEFAULT:

10.01 In the event CONSULTANT shall default in any of the terms, obligations, restrictions or conditions of the Agreement, CITY shall give CONSULTANT written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONSULTANT have failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement; in which case, CONSULTANT shall be liable for all reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 11. TERMINATION:

11.01 TERMINATION FOR CONVENIENCE OF CITY: Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to CONSULTANT, CITY may, without cause and without prejudice to any other right or

remedy, terminate this Agreement for CITY'S convenience, whenever CITY determines that such termination is in the best interest of CITY. Upon receipt of the notice of termination for convenience, CONSULTANT shall promptly discontinue all work at the time. CONSULTANT shall be paid for all work properly performed prior to the effective date of termination.

11.02 VOLUNTARY TERMINATION: CITY or CONSULTANT may terminate this Agreement by providing thirty (30) calendar days advance written notice of termination in the manner specified herein.

Section 12. PERMITS, FEES AND LICENSES:

12.01 CONSULTANT shall secure and pay for all permits and governmental fees, licenses, lobbying authorization/certification and charges necessary for the proper execution and completion of the work.

Section 13. TAXES:

13.01 CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

Section 14. AUDIT RIGHTS:

14.01 CITY reserves the right to audit the records of CONSULTANT, as they apply to CITY, at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agree to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT at any and all times during normal business hours during the term of the Agreement.

Section 15. CONFLICT OF INTEREST:

15.01 CONSULTANT covenants that no person under their employ who is presently exercised any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenant that, in the provision of the services set out in this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT, or their employees, must be disclosed in writing to CITY.

15.02 CONSULTANT is aware of the conflict of interest laws of the Municipal Code of the State of Florida, Chapter 112, Florida Statutes, as amended, and agree that they will fully comply in all respects with the terms of said laws.

15.03 During the Term of this Agreement, and for a period of six (6) months following the Term's conclusion, or for six (6) months after the date on which the CITY terminates

the Agreement, the CONTRACTOR/CONSULTANT is prohibited from lobbying the City Commission, City Manager, or any City Employees on any matter that will or may be presented to the City Commission or City Manager for final approval, final award, or any related consideration. This prohibition on lobbying, includes, but is not limited to meetings, telephone calls, e-mail, letters, memoranda, notes, or any other form of verbal or written communication intended to influence or persuade a member of the City Commission, the City Manager, or any City Employee on any land use, land development, contract, employment, or any other City related matter.

15.04 CONSULTANT warrants that they have not employed or retained any person employed by CITY to solicit or secure this Agreement and that they have not offered to pay, paid or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this privilege.

Section 16. ASSIGNMENT:

16.01 CONSULTANT shall not assign, or transfer their rights, title or interests in the Agreement; nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY'S prior written approval.

Section 17. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:

17.01 During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Section 18. NON-EXCLUSIVITY:

18.01 This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.

Section 19. GOVERNING LAW; VENUE:

19.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

19.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit, in and for Broward County, Florida.

Section 20. ATTORNEY'S FEES AND COSTS:

20.01 The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 21. ENTIRE AGREEMENT:

21.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 22. CUMULATIVE REMEDIES:

22.01 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 23. SEVERABILITY:

23.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 24. CONSTRUCTION OF AGREEMENT:

24.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 25. NOTICES:

25.01 All notices and other communications required or permitted under this Agreement shall be in writing and given by:

25.02 hand delivery

25.03 registered or certified mail, return receipt requested;
25.04 overnight courier, or
25.05 facsimile to:

CITY: City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026
Telephone: (954) 435-6501 Facsimile: (954) 435-6592

COPY TO: Samuel S. Goren
City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500 Facsimile (954) 771-4923
sgoren@cityatty.com

CONSULTANT: Jeff Hartley,
Smith Bryan & Myers
311 East Park Avenue
Tallahassee, Florida 32301
Telephone: (850) 224-5081 Facsimile (850) 222-6800
jhartley@smithbryanandmyers.com

Section 26. PUBLIC RECORDS:

26.01 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

26.01.1 Keep and maintain public records required by the CITY to perform the service;

26.01.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

26.01.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY; and

26.01.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfer all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

26.02 The failure of CONSULTANT to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST: CITY OF PEMBROKE PINES, FLORIDA

MARLENE D. GRAHAM, City Clerk 2/2/17

CHARLES F. DODGE, City Manager

Approved as to Form:

City Attorney

INTENTIONALLY LEFT BLANK

SMITH, BRYAN & MYERS

By: _____
Jeff Hartley, Partner

State of Florida
County of Leon

On this, the 16th day of December, 2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Jeff Hartley, on behalf of SMITH BRYAN & MYERS, a Florida corporation, on behalf of the corporation.

WITNESS my hand and official seal

_____
Notary Public, State of Florida

DEBBIE M WYSOCKI
MY COMMISSION #FF106746
EXPIRES June 18, 2018
(407) 398-0153 FloridaNotaryService.com

_____
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

_____
(type of identification produced)

{00161650.1 1956-7601851}

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 14.

File ID: 16-0402 **Type:** Agreements/Contracts **Status:** Passed

Version: 0 **Agenda Section:** **In Control:** City Commission

File Created: 10/05/2016

Short Title: Legislative Consulting Services - Smith, Bryan, and Myers, Inc. **Final Action:** 12/14/2016

Title: MOTION TO APPROVE THE LEGISLATIVE CONSULTING AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SMITH, BRYAN, AND MYERS, INC. FOR A ONE YEAR PERIOD FROM FEBRUARY 1, 2017 THROUGH JANUARY 31, 2018, IN THE ANNUAL AMOUNT OF $36,000.

***Agenda Date:** 12/14/2016

Agenda Number: 14.

Internal Notes:

Attachments: 1. Legislative Consulting Services Agreement - Smith, Bryan, and Myers, Inc.

0	Public Services	12/06/2016	sent for approval	Budget
0	Budget	12/06/2016	Reviewed for Financial Impact Detail	Finance Director
0	City Clerk	12/06/2016	sent for approval	Public Services
0	Public Services	12/06/2016	sent for approval	Finance Director
0	Finance Director	12/06/2016	Approved as to Financial Impact Form	City Attorney
0	City Attorney	12/06/2016	Reviewed by Legal	Assistant City Manager
0	Assistant City Manager	12/06/2016	sent for approval	Commission Auditor
0	Commission Auditor	12/06/2016	Approved by Commission Auditor	City Manager
0	City Manager	12/07/2016	returned for additional information	Assistant City Manager
0	Assistant City Manager	12/07/2016	returned for additional information	Public Services
0	Public Services	12/07/2016	sent for approval	Assistant City Manager

0	Assistant City Manager	12/07/2016	sent for approval	City Manager	
0	City Manager	12/07/2016	approved for the agenda	City Clerk	
0	City Commission	12/14/2016	approve		Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Shechter, Commissioner Castillo, Schwartz, and Commissioner Siple

Nay: - 0

MOTION TO APPROVE THE LEGISLATIVE CONSULTING AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SMITH, BRYAN, AND MYERS, INC. FOR A ONE YEAR PERIOD FROM FEBRUARY 1, 2017 THROUGH JANUARY 31, 2018, IN THE ANNUAL AMOUNT OF $36,000.

SUMMARY EXPLANATION AND BACKGROUND:

1. The City utilizes legislative consultants to provide services during legislative sessions, including meetings as well as Federal, State and Local administrative and agency hearing, meetings or rule making proceedings, and to assist the City with Federal, State, and Local Government regulatory agencies.

2. The City currently has legislative consulting agreements with the following consultants:

Legislative Consultant	Annual Cost	Service
Lawrence J. Smith, P.A	$84,000	Federal, State and Local issues
Ericks Consultants, Inc.	$84,000	State and Local issues only

3. Per section §35.18(C)(2) of the City of Pembroke Pines Procurement Procedures; contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from the competitive bid and competitive proposal requirements.

4. The City Manager has negotiated an agreement with Smith, Bryan, and Myers to provide legislative consulting services, for State and Local issues in addition to matters not limited to the Howard C. Forman Health Campus with State regulatory agencies, in the annual amount of $36,000.

5. The initial term of the agreement will be for a one year period commencing on February 1, 2017 and expiring on January 31, 2018.

6. In addition, the agreement allows for additional one year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is in the best interest of the City and approved by the City Commission.

7. Request the City Commission to approve the legislative consulting agreement between the City of Pembroke Pines and Smith, Bryan, and Myers for a one year period from February 1, 2017 through January 31, 2018, in the annual amount of $36,000.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: $36,000 annually.

b) Amount budgeted for this item in Account No: There are no funds currently budgeted for this item.

c) Source of funding for difference, if not fully budgeted: Upon Commission approval a

budget adjustment will be made to move $24,000 from account # 1-519-800-30010 (Contingency) to account # 1-519-800-31500 (Professional Services - Other) for the 2016-17 FY.

d) 5 year projection of the operational cost of the project:

	02/1/17 - 9/30/17	10/1/17 - 1/31/18	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	$24,000	$12,000	N/A	N/A	N/A
Net Cost	$24,000	$12,000	N/A	N/A	N/A

e) Detail of additional staff requirements: None.

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 5.

File ID: 17-0732 **Type:** Agreements/Contracts **Status:** Passed

Version: 1 **Agenda Section:** **In Control:** City Commission

File Created: 10/24/2017

Short Title: **Final Action:** 11/01/2017

Title: MOTION TO APPROVE THE DEPARTMENTS RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

(A) ERICKS CONSULTANTS, INC. - LEGISLATIVE CONSULTING SERVICES

(B) LAWRENCE J. SMITH, P.A. - LEGISLATIVE CONSULTING SERVICES

(C) SMITH, BRYAN & MYERS - LEGISLATIVE CONSULTING SERVICES

(D) SOUTHERN HOMECARE SERVICES, INC. D/B/A RESCARE HOMECARE - HOME HEALTHCARE SERVICES

***Agenda Date:** 11/01/2017

Agenda Number: 5.

Internal Notes:

Attachments: 1. Contract Database Report 2017-11(Final), 2. Ericks Consultants, Inc. Original Agreement, 3. Ericks Consultants, Inc. - 4th Amendment, 4. Ericks Consultants, Inc - Summary of Service Report, 5. Lawrence J. Smith, P.A. - Original Agreement, 6. Lawrence J. Smith, P.A. - 4th Amendment, 7. Lawrence J. Smith Summary of Service Report (2016-2017), 8. Smith, Bryan and Myers - Original Agreement, 9. Smith, Bryan & Myers - Summary of Service Report, 10. ResCare HomeCare - Original Agreement, 11. ResCare HomeCare - Second Amendment

1	City Commission	11/01/2017	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz, Commissioner Siple, and Commissioner Monroig

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission. "

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Legislative Consultant items shown below are on the November 2017 Contract Database Report.

(A) Ericks Consultants, Inc. - Legislative Consulting Services

1. The City utilizes legislative consultants to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the STate and Local Government regulatory agencies.

2. On February 6, 2013, the City Commission approved a one year agreement with Ericks Consultants, Inc. to provide State and Local legislative consulting services in the amount of $60,000.

3. Section 6.01 of the agreement allows for additional one year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is in the best interest of the City and approved by the City Commission.

4. To date, the agreement has had four amendments, including four (4) one (1) year renewals which extended the term of the agreement to January 31, 2018.

5. On January 7, 2015, the City Commission approved the Second Amendment to the agreement, which increased the cost of the agreement to $84,000.

6. Based on the 90 day requirement, this Agreement would need to be presented to Commission by November 2, 2017.

7. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2018 and expiring on January 31, 2019, as followed by the agreement.

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services

1. The City utilizes legislative consultants to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the STate and Local Government

regulatory agencies.

2. On February 6, 2013, the City Commission approved a one year agreement with Lawrence J. Smith to provide Federal, State, and Local Legislative consulting services in the amount of $78,000.

3. Section 6.01 of the agreement allows for additional one year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is in the best interest of the City and approved by the City Commission.

4. To date, the agreement has had four amendments, including four (4) one (1) year renewals which extended the term of the agreement to January 31, 2018.

5. On January 7, 2015, the City Commission approved the Second Amendment to the agreement, which increased the cost of the agreement to $84,000.

6. Based on the 90 day requirement, this Agreement would need to be presented to Commission by November 2, 2017.

7. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2018 and expiring on January 31, 2019, as followed by the agreement.

(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services

1. The City utilizes legislative consultants to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the STate and Local Government regulatory agencies.

2. On December 14, 2016, the City Commission approved a one-year agreement with Smith, Bryan & Myers, Inc. to provide Federal, State and Local Legislative Consulting Services in the annual amount of $36,000.

3. Section 6.01 of the agreement allows for additional one year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is in the best interest of the City and approved by the City Commission.

4. Based on the 90 day requirement, this Agreement would need to be presented to Commission by November 2, 2017.

5. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2018 and expiring on January 31, 2019, as followed by the agreement.

(E) Southern Homecare Services, Inc. d/b/a ResCare Homecare - Home Healthcare

Services

1. The City of Pembroke Pines/Southwest Focal Point Center provides Home Healthcare Services to our residents 60 years of age and older as part of the Older Americans Act Title IIIB Grant, Home Healthcare Services include; Homemaker, Personal Care and Respite Services.

2. On February 15, 2012, the City Commission approved to enter into an agreement with Southern Homecare Services, Inc. d/b/a ResCare Homecare for an initial two year term commencing on March 8, 2012 and ending March 7, 2014.

3. Section 4.1 of the agreement allows for two (2) additional three-year renewal terms subject to satisfactory performance by the contractor, and upon the determination by the City that the renewal is in the best interest of the City and approved by the City Commission.

4. To date, the agreement has had two amendments, including one (1) three-year renewal term, and one one-year renewal term which extended the term of the agreement to March 7, 2018.

5. On March 1, 2017, the City Commission approved the Second Amendment to the agreement, which amended the term of the Original Agreement for an additional one (1) year term commencing on March 8, 2017 and expiring on March 7, 2018.

6. Based on the 90 day requirement, this Agreement would need to be presented to Commission by December 7, 2017.

7. The Community Services Department would like to renew this agreement, however it is currently in the final renewal period of the agreement, therefore the Procurement Division will start the procurement process to draft a new solicitation for services.