

**AGREEMENT FOR  
STATE LEGISLATIVE LOBBYIST SERVICES**

**THIS AGREEMENT**, made this 30<sup>th</sup> day of OCTOBER 2012, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Ericks Consultants, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 205 South Adams Street, Tallahassee, FL 32301, Phone: 850-224-0880/954-765-1207, Fax: 850-224-5971/954-765-1224, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal No. 195-11001 State Legislative Lobbyist Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP dated June 18, 2012, ("Exhibit B"), excluding the Contractor's proposed fee.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated OCT. 30<sup>th</sup>, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on October 2, 2012, and shall end on October 1, 2013. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents in the annual amount of \$40,000. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

### **VI. GENERAL CONDITIONS**

#### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

#### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

#### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days

prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

### **Professional Liability (Errors & Omissions)**

#### Consultants

Limits: \$1,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

### **H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental

authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

#### **P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall

be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**BB. Scrutinized Companies**

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012) , as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: 

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST

By: *[Signature]*  
Print Name: CANDICE D. ERICKS  
Secretary

CONTRACTOR

By: *[Signature]*  
Print Name: DAVID L. ERICKS  
President

(CORPORATE SEAL)

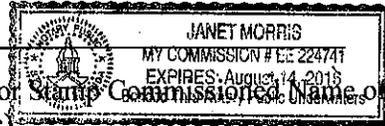
STATE OF FLORIDA :  
COUNTY OF LEON :

The foregoing instrument was acknowledged before me this 30 day of OCTOBER, 2012, by DAVID L. ERICKS as president for Ericks Consultants, Inc., a Florida corporation.

(SEAL)

*[Signature]*  
Notary Public, State of FLORIDA  
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)



Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**Solicitation 125-11001**  
**State Legislative Lobbyist Services**



**City of Fort Lauderdale**

## Bid 125-11001 State Legislative Lobbyist Services

Bid Number **125-11001**  
Bid Title **State Legislative Lobbyist Services**

Bid Start Date **May 18, 2012 12:44:39 PM EDT**  
Bid End Date **Jun 19, 2012 2:00:00 PM EDT**  
Question &  
Answer End **May 31, 2012 2:00:00 PM EDT**  
Date

Bid Contact **Michael F Walker**  
**Procurement & Contracts Manager**  
**Procurement**  
**954-828-5677**  
**mwalker@fortlauderdale.gov**

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**Changes made on Jun 11, 2012 7:08:03 AM EDT**

**Changes were made to the following items:**  
State Legislative Lobbyist Services

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**Description**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide State of Florida Legislative Lobbyist Services for the City in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). These services shall include, representing and advocating for the City's positions on issues considered by the Governor, administrative agencies, State Legislature and their committees. For information concerning procedures for responding to this solicitation, contact Manager of Procurement & Contracts Michael Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only. For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site).

Contractors please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

Please register at [www.bidsync.com](http://www.bidsync.com) to download this RFP.

Added on Jun 11, 2012:

The RFP Number for the State Legislative Lobbyist Services is 125-11001. Please ignore the RFP#225-10834 stated in Section PART 1 - Introduction/Information, this should also read as RFP 125-11001.

**Changes made on Jun 11, 2012 7:08:03 AM EDT**

***Request for Proposal***

**125-11001**

**STATE LEGISLATIVE LOBBYIST SERVICES**



*Venice of America*

**City of Fort Lauderdale**

**Issued for City Manager's Office  
By the Procurement Division**

**Michael F. Walker  
(954) 828-5677**

***E-mail: [mwalker@fortlauderdale.gov](mailto:mwalker@fortlauderdale.gov)***

***Visit us on the web at [www.fortlauderdale.gov/purchasing](http://www.fortlauderdale.gov/purchasing)***

**(954) 828-5140**

**RFP# 225-10834****TITLE State of Florida Legislative Lobbyist Services****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide State of Florida Legislative Lobbyist Services for the City in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). These services shall include, representing and advocating for the City's positions on issues considered by the Governor, administrative agencies, State Legislature and their committees.

**02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact Manager of Procurement & Contracts Michael Walker at (954) 828-5677 or email at [mwalker@fortlauderdale.gov](mailto:mwalker@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

**04. ELIGIBILITY**

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

**05. PRICING/DELIVERY**

All pricing shall be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages. If you don't use the City's Cost proposal page to provide your cost information, you may be found non-responsive.

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with coming to the City of Fort Lauderdale.

**06. RFP DOCUMENTS**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

**07. AWARD**

The City reserves the right to award to one or more than one proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

**08. PRICE VALIDITY**

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**PART II - RFP SCHEDULE**

EVENT	DATE/TIME
Release of RFP	May 21, 2012
Deadline for Questions/Request for Clarifications	May 31, 2012
Addendum released, if required	June 1, 2012
Proposal Due Date/Time (Deadline)	June 19, 2012

**PART III - SPECIAL CONDITIONS**

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 4/12 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
07. **CONTRACT PERIOD**  
The initial contract term shall commence upon date of award by the City or October 1, 2012, whichever is later, and shall expire two years from that date. The City reserves the right to extend the contract for two additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.  
  
In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
08. **COST ADJUSTMENTS**  
Prices quoted shall be firm for the initial contract term two year(s). No cost increases shall be accepted in this initial contract term, or any renewal terms. Please consider this when providing your pricing for this request for proposal.
09. **CONTRACT COORDINATOR**  
The City Manager shall be designated as the Contract Coordinator whose principal duties shall be:
  - Liaison with Contractor.
  - Coordinate and approve all work under the contract.
  - Resolve any disputes.
  - Assure consistency and quality of Contractor's performance.
  - Schedule and conduct Contractor performance evaluations and document findings.
  - Review and approve for payment all invoices for work performed or items delivered.
10. **INVOICES/PAYMENT**  
The City will accept invoices no more frequently than once per month. Each invoice shall fully

detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

11. **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

12. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

13. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

14. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk

Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

### **Professional Liability (Errors & Omissions)**

#### Consultants

Limits: \$1,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

### 15. SUBCONTRACTORS

The Contractor must be capable of performing all the services as contained in the bid specifications. If the Contractor intends to use sub-contractors in the performance of these services, bidder shall submit complete information on all proposed sub-contractors as a part of the bid response. The same qualification requirements, and all other terms and conditions of the bid shall also apply to the sub-contractor. The City reserves the right to approve or disapprove any sub-contractor proposed. Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the

terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's sub-contractors.

16. **INSURANCE – SUBCONTRACTORS**  
Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.
17. **OWNERSHIP OF WORK**  
The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.
18. **PUBLIC ENTITY CRIMES**  
NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.  
  
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
23. **CANADIAN COMPANIES**  
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.
24. **LOBBYING ACTIVITIES**  
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .
25. **BID TABULATIONS/INTENT TO AWARD**  
(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at

<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

26. **SAMPLE CONTRACT AGREEMENT**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

27. **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder or proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, and documentation of the following, as applicable to the local business preference class claimed, **at the time of proposal submittal**:

Upon recommendation for contract award based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder or proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
<http://www.fortlauderdale.gov/purchasing/index.htm>

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

## **PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **01. BACKGROUND:**

The City of Fort Lauderdale is governed by a five (5) member Commission. The Mayor is elected at-large, and each of the four (4) Commissioners is elected by district. All members of the Commission are elected to three (3) year terms. The City operates under a Commission-Manager form of government, with the administrative responsibilities vested with the City Manager. The City Commission appoints the City Manager, City Attorney, City Auditor, and the City Clerk.

Fort Lauderdale is the seventh (7th) largest city in the State of Florida and the largest municipality in Broward County. It also serves as the County seat for Broward County. The City has approximately 166,000 full time residents. An estimated six million (6,000,000) tourists are annually attracted to the hotels, beaches, convention center, restaurants, marine facilities, and other major attractions within the City.

The City currently contracts for State Legislative Lobbying services. The annual cost includes all costs to the City, including any travel. This fee includes all regular and special legislative sessions, and all expenses. The current lobbyist meets with the City Commission approximately four (4) times per year. City Staff is in weekly, often daily, during session, contact with the contractor.

### **02. GENERAL INFORMATION/OBJECTIVE:**

The City of Fort Lauderdale seeks to retain the services of a legislative consultant(s) for matters in which the City may need professional services before the Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet, et al. Such services shall include attending state legislative committee hearings and meetings, rule making proceedings or other administrative or legislative agency meetings.

The contract services shall include, but not necessarily be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The successful Contractor(s) shall agree to be available at all times upon reasonable request to meet with the City Commission, City staff, and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members, or state agencies on matters under the scope of this Request for Proposal (RFP). It is expected that the successful Contractor will review and understand the Agendas of the House and Senate leaders in order to assist the City to strategically seek funds and policy change.

Although legal opinions are not required as a part of the Contractor(s) responsibilities, the City will expect the Contractor to understand applicable laws and proposals under consideration by the Governor, administrative agencies or the Legislators or their committees, and the Contractor shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The Contractor is also expected to monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule challenges in the Division of Administrative

Hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The Contractor would also be expected to report the outcome of such meetings. Contractor should be prepared to lobby committee members prior to and at these meetings, to accomplish the City's desired positions.

There are no pre-set number of City meetings, or meetings of governmental agencies that the Contractor may be expected to attend or with which to interact. This will be mutually determined between the City and the Contractor following award, and/or as determined to be needed during the contract term.

### **03. PROFESSIONAL SERVICES REQUIRED:**

- a. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the City's satisfaction.
- b. Devise an overall funding strategy in light of shrinking opportunities.
- c. Identify relevant funding opportunities that may arise for which the City may qualify to apply; assist staff in submitting grant requests.
- d. Work with the Florida delegation (Executive Branch and administrative offices, Florida Senate and House of Representatives) to ensure their understanding and support of projects for which the City is seeking assistance.
- e. Draft letters to the members regarding issues of interest and concern to the City, thank you letters to staff after meetings or letters of appreciation.
- f. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters. Provide legal and legislative expertise and consulting services.
- g. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City and make recommendations on policy.
- h. Assist the City Commission and City staff in the coordination and development of the City's legislative program and appropriation requests.
- i. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as other that may arise that affect the City.
- j. Work with the City Commission, staff, and the Broward County Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.
- k. Develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.
- l. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the Broward County Legislative Delegation.

m. Appear and testify before state agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative program.

n. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Contractor is not expected to prepare permit or grant applications.

o. Upon request, coordinate appointments/meetings between the City Commission or other City staff, and appropriate state officials and legislators.

### **03.01 DELIVERABLES**

1. Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly. A written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that City administrators or elected officials may implement.

2. A written report that summarizes the status of the City's legislative priorities shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

3. Provide periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

## **04. RESPONSIBILITIES OF THE CONTRACTOR:**

a. The Contractor shall perform the scope of services, as contained in the RFP specifications. This list of services shall not be deemed to be all-inclusive, and may be changed from time to time as authorized by the City Commission.

b. All correspondence shall be directed through the City Manager, or designee.

## **05. RESPONSIBILITIES OF THE CITY:**

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

a. The City shall have appropriate staff available as may be required to discuss issues with the Contractor, particularly during the legislative session.

b. The City shall use its best efforts to cooperate with the Contractor in providing the information and documentation necessary in the performance of the Legislative consulting services under this contract.

**06. FEE COMPENSATION/EXPENSES:**

The proposed fee(s) shall detail be a firm, fixed annual fee, which includes all expenses including travel for the services outlined in the RFP, to be billed monthly.

**07. CONFLICT OF INTEREST:**

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the Contractor shall **immediately** notify the City Manager, or designee, in writing, of such conflict. Written notice may be in the form of e-mail notification. **Such conflict is defined as any client represented by the firm.** In the event the City becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the City Manager, or designee, shall promptly notify the Contractor of such conflict. The City and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the City and the Contractor. If the conflict cannot be resolved to the satisfaction of the City, the City reserves the right to procure these items/services from other vendors with an appropriate reduction to the Contractor's fee(s).

## **PART V - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD's.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (6) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.**

**THE ABOVE REQUIREMENTS TOTAL (7) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (2) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPANCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

**The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:**

- A. LETTER OF INTEREST / COVER LETTER** - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. Include Proposal Signature Page and Non-Collusion Statement in this section.
- B. PROFESSIONAL LICENSES AND CERTIFICATES /SAMPLE INSURANCE CERTIFICATE** - Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses. Provide documentation of all business/occupational licenses required to perform these services as a part of the RFP response. Also include proof of insurance in this section.
- C. COMPANY PROFILE** - Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide hours of operation; Years in business; State whether the firm is local, regional, or national; Provide addresses and phone numbers for Headquarters and other relevant offices if applicable;
- D. QUALIFICATIONS / EXPERIENCE** -
- D.1 Experience of Proposer and team: Detail experience, qualifications, and past performance of the Proposer and all persons designated for City's lobbying (include resumes, education, professional experience, and training information) and resources. A history of your organization, including a current organization chart (if applicable), and any other appropriate descriptive information, which will be helpful in our evaluation of your qualifications and experience. Include the number of years you have provided state lobbying services.
- D.2 Demonstrate your firms experience and understanding of legal implications of proposed laws and proposals that have been under consideration by Florida administrative bodies, and how you assisted your past clients regarding same.
- D.3 Describe five major successes your firm has had for clients in the past five years.
- D.4 What other Florida Cities and Counties does/has your firm represent(ed), and how many years has your firm represented those firms?
- D.5 Provide any additional information pertinent to your capability, demonstrated past performance; workload and availability to the City.
- E. REPORTS / CORESPONDANCE** - Discuss how you will report pertinent information back to City staff. Also provide samples (if any) of any reports and other forms of correspondences (letters, notifications, etc.) you will use for such purposes.
- F. SUB-CONTRACTORS** - If proposer intends to sub-contract any part of the services contained in the RFP, please indicate that intent in this section, and provide complete information on the Company, including address, principals telephone number, experience and references; qualifications licenses and insurance information.
- G. REFERENCES** – A list of minimum of three current and former major accounts along with contact persons E-mail address (current), name, address, phone and fax numbers. This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale. How long ago was your contract awarded for these references? (See Exhibit "A").

- H. **UNDERSTANDING OF REQUIREMENTS** - Discuss your understanding of the City's legislative, budgetary, and policy needs and your overall approach / strategies to meet those needs.
- I. **RELATIONSHIPS, RESOURCES AND CAPABILITIES**- Please describe your existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff. Also discuss other resources and capabilities your firm will provide to this contract.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

## PART VI – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of City of Fort Lauderdale's legislative, budgetary and policy needs and the proposers proposed methods strategies to meet those needs.	10%
Qualification of Firm - Firm's experience in State Lobbyist Services. to include but not be limited to: demonstrated knowledge of legislative affairs, interpretations of legal implications, legislative policy statements, major successes for clients, etc.; Including credentials, certifications, licenses, Insurance; Experience of staff assigned to this contract	30%
References; and proposed reports and other correspondences offered	20%
Relationships, Resources and Capabilities- Existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff. Also other resources and capabilities your firm will provide to this contract.	10%
Cost to the City	30%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

Cost to the City: Contractor must quote firm, fixed, annual fee, billed monthly, for all services identified in this request for proposal. This firm fixed annual fee includes any costs for travel to the City. No other costs will be accepted. The initial contract term is for two years. Contractor MUST provide pricing on this page or may be deemed non-responsive.

The proposed fee shall detail all costs: i.e. travel, and related incidental out-of-pocket expenses, if applicable. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone services, copies, mail or postage services) that would reasonably be deemed the Contractor's overhead expense. Contractor will be reimbursed on a monthly basis as a firm fixed annual fee, inclusive of all expenses.

**PLEASE FILL-IN THE TOTAL ANNUAL FIRM FIXED FEE BELOW FOR THE (INITIAL CONTRACT PERIOD – (2) YEARS)**

\$ \_\_\_\_\_ /ANNUAL FEE x 2 yrs. = \$ \_\_\_\_\_

If a Contractor wishes to provide a proposal as a joint venture, Contractor shall provide on this Cost Proposal page a breakdown of their portion of the annual fee for the each joint venture Contractor being submitted. (i.e. ABC Company \$25,000 annual fee and DEF Company \$25,000 annual fee) x 2 yrs. = \$100,000. The total cost for the joint venture, is what will be considered in scoring for the cost criteria. If you do not provide the amount to be paid to each proposer, you may be deemed non-responsive. THE JOINT PROPOSERS MUST ALSO, EACH PROVIDE A BID SIGNATURE PAGE, EXECUTED BY AN OFFICER OF THE COMPANY.

Failure to use the City's COST PROPOSAL page (**PART VII - PROPOSAL PAGES – COST PROPOSAL**), and provide costs as requested in this RFP, may deem your proposal non-responsive.

**REFERENCES – Exhibit "A"**  
**RFP 125-11001 STATE LEGISLATIVE LOBBYIST SERVICES**

BIDDER NAME: \_\_\_\_\_

Complete the following:

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**REFERENCES – A list of current and former major accounts along with contact persons E-mail address (current), name, address, phone and fax numbers. This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale.**

1. Provide three references for which you have performed similar services.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
When was your contract awarded: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
When was your contract awarded: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
When was your contract awarded: \_\_\_\_\_

RFP NO. 125-11001

TITLE: State Legislative Lobbyist Services

EXHIBIT "B"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt is attached as justification.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY:

AUTHORIZED COMPANY PERSON:

STATE OF
COUNTY OF
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_\_, by \_\_\_ and \_\_\_ as \_\_\_ and \_\_\_ respectively, of \_\_\_ They are [ ] personally known to me or [ ] have produced \_\_\_ as identification.

(SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

Commission Number

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

### PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is **59-6000319**, and State Sales tax exemption number is **85-8013875578C-1**.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of

the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/> ).**

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE \_\_\_\_ WBE \_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: \_\_\_\_\_

## Question and Answers for Bid #125-11001 - State Legislative Lobbyist Services

### OVERALL BID QUESTIONS

#### Question 1

Does the preference of keeping the RFP response under 50 pages include the Reports/Coospondance samples under section E.? (Submitted: May 31, 2012 12:44:08 PM EDT)

#### Answer

- No. (Answered: May 31, 2012 6:14:59 PM EDT)

#### Question 2

Under Part III Special Conditions, Number 27 Local Business Preference, when applying for Class A Business, do all names of employees and evidence of residences need to be submitted or just those working on this proposed project? And does the documentation of residency (drivers license, utility bill, etc.) have to be submitted with the proposal or within 10 days when/if recommended for the contract? (Submitted: May 31, 2012 12:56:10 PM EDT)

#### Answer

- Just those names of employees working on the projected project. The documentation will need to be submitted within 10 days when/if recommended for award of the contract. (Answered: Jun 1, 2012 1:04:46 PM EDT)

**RESPONSE TO REQUEST FOR PROPOSAL  
RFP NUMBER: 125-11001  
STATE LEGISLATIVE LOBBYIST SERVICES  
CITY OF FORT LAUDERDALE**

**SUBMITTED BY:  
ERICKS CONSULTANTS, INC.  
1815 CORDOVA ROAD  
SUITE 203  
FORT LAUDERDALE, FLORIDA, 33316  
[954] 765-1207**

**AND  
205 SOUTH ADAMS STREET  
TALLAHASSEE, FLORIDA 32301  
[850] 224-0880**

**JUNE 18, 2012**



June 18, 2012

City of Fort Lauderdale  
Procurement Services Division  
Room 619 City Hall  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

In Re: RFP 125-11001  
State Legislative Lobbyist Services

Ericks Consultants, Inc. is pleased to submit the following proposal to represent the City of Fort Lauderdale on matters of governmental affairs before the Florida Legislature, the Florida Cabinet and Executive Branch Agencies.

Ericks Consultants, Inc. is a full-service firm with a reputation for honesty, fairness and achievement. With an office located in Fort Lauderdale, we are very familiar with and have a vested interest in the issues of importance to the City. We firmly believe that our experience, combined with the talents and experience of our subcontractors will enable us to provide unparalleled representation to the City.

Ericks Consultants, Inc. is incorporated as a For Profit Corporation in the State of Florida. As President of Ericks Consultants, Inc., I have the authority to contractually bind the firm and agree to be bound by the terms and specifications contained in the RFP.

We would be honored to accept this responsibility and we thank you in advance for your thoughtful consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David L. Ericks", written over a horizontal line.

David L. Ericks  
President

**B. Professional Licenses & Certificates/Sample Insurance Certificate**

SUBMIT A COPY OF ALL LICENSES, CERTIFICATES, REGISTRATIONS, PERMITS ETC. THAT YOUR COMPANY / STAFF POSSESSES. PROVIDE DOCUMENTATION OF ALL BUSINESS/OCCUPATIONAL LICENSES REQUIRED TO PERFORM THESE SERVICES AS A PART OF THE RFP RESPONSE. ALSO INCLUDE PROOF OF INSURANCE IN THIS SECTION.

The following documents are attached:

Bid/Proposal Signature Page

Non-Collusion Statement

Current Broward County Local Business Tax Receipt

Current City of Fort Lauderdale Business Tax Receipt

Florida Division of Corporations For Profit Corporation Certificate

ECI Certificate of Insurance

Local Business Preference Certification Statement

**BID/PROPOSAL SIGNATURE PAGE**

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The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Signature] (signature) 6/18/2012 (date)

Name (printed) Dave Ericks Title: President

Company: (Legal Registration) Ericks Consultants, Inc.

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address: 205 S. Adams Street

City: Tallahassee State: Florida Zip 33316

Telephone No. 850-224-0880 or 954-765-1207 FAX No. 850-224-5971 or 954-765-1224  
Email: Dave@ericksconsultants.com or Candice@ericksconsultants.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 30 days

Payment Terms (section 1.04): Monthly, Pro-rated yearly  
Total Bid Discount (section 1.05): 0

Does your firm qualify for MBE or WBE status (section 1.09): MBE N WBE N

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

**P-CARDS:** Will your firm accept the City's Credit Card as payment for goods/services?

YES \_\_\_\_\_ NO X

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations:

N/A

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
 _____	<u>NONE</u> _____
<u>David L. Ericks</u> _____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
 VALID OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012

**DBA:**  
 Business Name: ERICKS CONSULTANTS INC

Receipt #: 327-233181  
 Business Type: BUSINESS/FINANCIAL/CONSULTANTS  
 (LOBBYING & CONSULTING)

**Owner Name:** DAVID L. ERICKS  
**Business Location:** 1815 GORDOVA ROAD STE 203  
 FT LAUDERDALE

**Business Opened:** 05/10/2010  
**State/County/Cert/Reg:**  
**Exemption Code:** NONEXEMPT

**Business Phone:** 954-765-1207

Rooms                      Seats                      Employees                      Machines                      Professionals

Tax Amount	Number of Machines:				For Vending Business Only		Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost				
33.00	0.00	0.00	0.00	0.00	0.00			33.00	

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT  
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**  
 ERICKS CONSULTANTS INC  
 P O BOX 10131  
 TALLAHASSEE, FL 32302

Receipt #05A-10-00011905  
 Paid 09/23/2011 33.00

2011 - 2012

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT



CITY OF  
FORT LAUDERDALE BUSINESS TAX YEAR 2011 - 2012

*Venice of America*

BUSINESS TAX DIVISION  
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311  
(954)828-5195

Business ID: 9902201      Business Name: ERICKS CONSULTANTS INC  
Business Address: 1815 CORDOVA RD # 203  
Tax Category: OFFICE USE ONLY      Tax#: 731284      Fee:

ERICKS CONSULTANTS INC  
DAVID ERICKS PRES  
1815 CORDOVA RD # 203  
FORT LAUDERDALE, FL 33312

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



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**Detail by Entity Name**

**Florida Profit Corporation**

ERICKS CONSULTANTS, INC.

**Filing Information**

Document Number 611407  
FE/EIN Number 592722222  
Date Filed 02/28/1979  
State FL  
Status ACTIVE  
Last Event REINSTATEMENT  
Event Date Filed 05/05/1989  
Event Effective Date NONE

**Principal Address**

205 S ADAMS ST  
TALLAHASSEE FL 32301 US

Changed 01/22/1998

**Mailing Address**

205 S ADAMS ST  
TALLAHASSEE FL 32301 US

Changed 01/22/1998

**Registered Agent Name & Address**

ERICKS, DAVID  
205 S ADAMS ST  
TALLAHASSEE FL 32301 US

Name Changed: 07/09/1986

Address Changed: 02/14/1997

**Officer/Director Detail**

**Name & Address**

Title P

ERICKS, DAVID  
205 S ADAMS ST  
TALLAHASSEE FL 32301 US

Title ST

ERICKS, CANDICE  
205 S ADAMS ST  
TALLAHASSEE FL 32301 US

**Annual Reports**

**Report Year Filed Date**

2010 02/18/2010  
2011 04/04/2011  
2012 02/26/2012

**Document Images**

<a href="#">02/26/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/18/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/23/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">10/19/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

Note: This is not official record. See documents if question or conflict.

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State of Florida, Department of State



# CERTIFICATE OF LIABILITY INSURANCE

ERICK-1 OP ID: JH

DATE (MM/DD/YYYY)  
06/07/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baker-Harris Ins. Agency, Inc. 1634-C Metropolitan Blvd Tallahassee, FL 32308 Baker-Harris Insurance	850-386-1420	CONTACT NAME: Dave Ericks	
	850-385-3218	PHONE (A/C, No, Ext): 850-224-0880	FAX (A/C, No): 850-224-5971
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Old Dominion Insurance Company			40231
INSURER B: Landmark American Ins Co			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED  
Ericks Consultants Inc.  
P. O. Box 10131  
Tallahassee, FL 32301-1013

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR CTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BPG06301	08/18/11	08/18/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXC GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BPG06301	08/18/11	08/18/12	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WG STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab		LHR733217	03/05/12	03/05/13	Per Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

City of Fort Lauderdale  
Procurement Services Division  
100 N Andrews Avenue, Room 819  
Fort Lauderdale, FL 33301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Baker-Harris Insurance

*James J. Harris*

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# CERTIFICATE OF LIABILITY INSURANCE

THELA01 OP ID: SPLY

DATE (MM/DD/YYYY)

06/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Evergreen Insurance Agcy, Inc 583 105th Avenue N, Ste 2 Royal Palm Beach, FL 33411	561-866-8883	CONTACT NAME	
	561-964-8895	PHONE (AG, No, Ext):	FAX (AG, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Economy Ins. Co.	NAIC #
INSURED The Law Office of Marty Cassini, P.A. 1815 Cordova Rd., Suite #203 Ft. Lauderdale, FL 33316	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	INSURER G:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		02BZ0514651	06/18/12	06/18/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV. INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	GENERAL AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
A	Property Section		02BZ05146510	06/18/12	06/18/13	E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						Contents 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Insured Copy

INSD-00

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RFP NO. 125-11001

TITLE: State Legislative Lobbyist Services

EXHIBIT "B"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Ericks Consultants, Inc. is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification.
Business Name

(2) \_\_\_\_\_ is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification.
Business Name

(3) \_\_\_\_\_ is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt is attached as justification.
Business Name

(4) \_\_\_\_\_ requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.
Business Name

(5) \_\_\_\_\_ requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.
Business Name

(6) \_\_\_\_\_ is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")
Business Name

PROPOSER'S COMPANY: Ericks Consultants, Inc

AUTHORIZED COMPANY PERSON: DAVE ERICKS NAME SIGNATURE DATE 6/18/12

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14 day of JUNE, 2012 by DAVID ERICKS and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_ They are [X] personally known to me or [ ] have produced \_\_\_\_\_ as identification.

(SEAL)

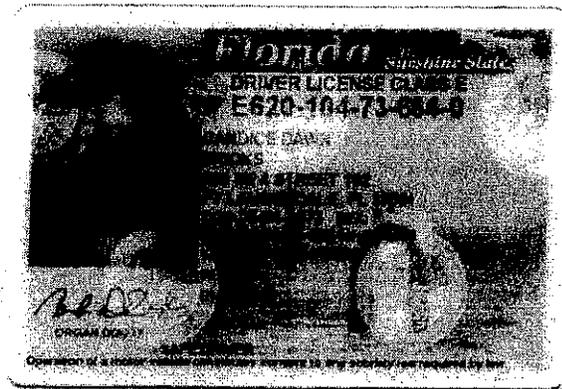


[Signature]
Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

Commission Number



### C. Company Profile

LEGAL NAME, ADDRESS, TELEPHONE NUMBER, FAX NUMBER, E-MAIL ADDRESS, WEB PAGE ADDRESS, ETC. OF THE PROPOSER, TOGETHER WITH LEGAL ENTITY (CORPORATION, PARTNERSHIP, ETC.) FIRM MUST BE ESTABLISHED AS A LEGAL ENTITY IN THE STATE OF FLORIDA. PROVIDE HOURS OF OPERATION, YEARS IN BUSINESS, STATE WHETHER THE FIRM IS LOCAL, REGIONAL, OR NATIONAL. PROVIDE ADDRESSES AND PHONE NUMBERS FOR HEADQUARTERS AND OTHER RELEVANT OFFICES IF APPLICABLE.

**Ericks Consultants, Inc.** was incorporated as a For Profit Corporation in the State of Florida in 1986. ECI is a local firm with an office in Fort Lauderdale and its headquarters in Tallahassee. Our official office hours are Monday through Friday from 9:00 AM until 5:00 PM; however, we are always available to our clients via cell phone, text message or email seven days a week.

Ericks Consultants, Inc.  
1815 Cordova Road, Suite 203  
Fort Lauderdale, FL 33316  
Office: 954-765-1207  
FAX: 954-765-1224

and

Ericks Consultants, Inc.  
205 South Adams Street  
Tallahassee, FL 32301  
Office: 850-224-0880  
FAX: 850-224-5971

Dave Ericks  
Cell: 850-591-7550  
[dave@ericksconsultants.com](mailto:dave@ericksconsultants.com)

Candice Ericks  
Cell: 954-648-1204  
[candice@ericksconsultants.com](mailto:candice@ericksconsultants.com)

#### Subcontractor Information:

**Adams St. Advocates**, as subcontractor, was incorporated in December 2011 and has two office locations in Tallahassee and also operates from the ECI Fort Lauderdale Office. Office hours are from 9:00AM to 5:00PM and they too are available via email or cell outside of office hours.

Adams St. Advocates, LLC  
205 South Adams Street  
Tallahassee, FL 32301  
(850) 205-0885

and

Adams St. Advocates  
307 West Park Avenue  
Tallahassee, FL 32301

Claudia Davant, Managing Partner  
Adams St. Advocates  
Cell: 850-567-0979  
[claudia@adamsstadvocates.com](mailto:claudia@adamsstadvocates.com)  
[www.adamsstadvocates.com](http://www.adamsstadvocates.com)

Marty Cassini, of **Cassini Law**, serves as General Counsel for Ericks Consultants, Inc. and Adams St. Advocates. Cassini Law was established in 2008 and operates from the ECI office location in Fort Lauderdale, Florida. Office hours are from 9:00AM to 5:00PM and they too are available via email or cell outside of office hours.

Marty Cassini  
Office: 954-357-2529  
Cell: 954-895-5325  
[cmartycassini@gmail.com](mailto:cmartycassini@gmail.com)  
[marty@adamsstadvocates.com](mailto:marty@adamsstadvocates.com)

## D. Qualifications/Experience

### D.1

EXPERIENCE OF PROPOSER AND TEAM; DETAIL EXPERIENCE, QUALIFICATIONS, AND PAST PERFORMANCE OF THE PROPOSER AND ALL PERSONS DESIGNATED FOR CITY'S LOBBYING (INCLUDE RESUMES, EDUCATION, PROFESSIONAL EXPERIENCE, AND TRAINING INFORMATION) AND RESOURCES; A HISTORY OF YOUR ORGANIZATION, INCLUDING A CURRENT ORGANIZATION CHART (IF APPLICABLE); AND ANY OTHER APPROPRIATE DESCRIPTIVE INFORMATION, WHICH WILL BE HELPFUL IN OUR EVALUATION OF YOUR QUALIFICATIONS AND EXPERIENCE. INCLUDE THE NUMBER OF YEARS YOU HAVE PROVIDED STATE LOBBYING SERVICES.

It is with great pleasure that Ericks Consultants, Inc. (ECI) teaming with Adams St. Advocates (ASA), submits the following proposal to represent the City of Fort Lauderdale on matters of governmental affairs before the Florida Legislature, Cabinet and executive branch agencies. Our experience provides us with a keen understanding of the issues that local governments face as well as an understanding of new initiatives that the City will undertake. With vast experience representing local governments, we understand that legislative representation is critical to your success. We as a team offer unparalleled knowledge and experience in the political process, gained from years of direct participation.

Through experience, dedication, knowledge of the political process and strong relationships, ECI continues into the new century as a highly effective governmental consulting firm. ECI is a full-service firm representing both corporate and public entity clients with legislative and state agency issues. Equipped with an in-depth knowledge of Florida government, we are trained to interact with all state and local agencies, legislative committees and executive staff. ECI has joined forces with ASA to form an extremely strong alliance in the political arena to meet the City of Fort Lauderdale's current and future goals. David Ericks has been a government consultant since 1980. Candice Ericks joined the firm in 1998. Marty Cassini joined as general counsel 2009. Since its founding in 1985, Ericks Consultants, Inc. has represented some of Florida's top corporations and largest associations and has secured a place in Florida's political arena at both the state, county and municipal levels of government. ECI has offices one block from the Capitol in downtown Tallahassee and in Fort Lauderdale, Florida. We take pride in the fact that we are a family firm and in our Broward roots.

ASA is a Florida-based consulting firm, established in response to today's fluid economic and political landscapes. ASA is a forward thinking, client centered group that provides extensive management experience in both the private and public sectors. ASA is passionate about helping clients reach their goals through a collaborative effort, all the while remaining focused on their needs from beginning to end. Simply, Adams Street Advocates, as the name implies, are advocates-willing and ready to be part of a team that will champion the City of Fort Lauderdale's priorities. While recently formed - its team members, as discussed in more detail later in this proposal, have a long history at all levels in state and local government. Together they are a collective force committed to excellence and will work endlessly to achieve the results not only the City desires, but deserves.

#### **Please meet the members of Ericks Consultants, Inc. (ECI)**

**DAVID ERICKS** is founder and President of Ericks Consultants, Inc. Dave moved to Fort Lauderdale when he was 13 years old and graduated from Stranahan High School. After returning from College at C.W. Post (Long Island University) on a football scholarship he took a position as a police officer with the City of Plantation, which transitioned him into the world of Florida politics. Dave Ericks has been a registered lobbyist in the State of Florida for almost 30 years, starting with his representation of the State of Florida Fraternal Order of Police while at the City of Plantation Police Department in 1980. Mr. Ericks was a registered lobbyist for the Broward County Sheriff's Department, the Department of Highway Safety and Motor Vehicles and the 3M Corporation before founding Ericks Consultants, Inc. in 1985. Prior to establishing his own firm, Mr. Ericks was employed by the 3M Corporation as Regional Administrator and Registered Lobbyist in Florida,

Mississippi, Louisiana, and Alabama. Mr. Ericks served as Senior Executive Assistant to the Department of Highway Safety and Motor Vehicles, Administrative Assistant to the Broward County Sheriff and served on the City of Plantation Police Force. Mr. Ericks' past experience allowed him the opportunity to work with various police and criminal justice organizations, including the Steering Committee for Constitutional Amendments and the State Law Enforcement Job Task Advisory Committee for the Florida Police Standards and Training Commission. He has also represented members statewide as the President of the Fraternal Order of Police. His service in those positions has given him both law enforcement and administrative expertise at the local, county and state levels. Moreover, since establishing Ericks Consultants in 1985, Mr. Ericks has represented a multi-faceted group of clients, giving him a wide array of expertise in multiple subject areas, including the electric and telecommunication utilities, law enforcement, entertainment, healthcare, travel, corrections, solid waste, growth management, automobile, gaming, and transportation industries; as well as in the many diverse issues which face local governments on a day to day basis.

Mr. Ericks is a pioneer member of the Florida Association of Professional Lobbyists. Dave served as Chairman of the Tallahassee Downtown Improvement Authority for 3 years and currently serves on the Board. He presently serves on the Advisory Board of Keiser University's Tallahassee Campus and previously served as a Board Member of the Florida State Fair Authority.

Mr. Ericks received his B.A. Degree from Long Island University and earned his Master of Science Degree in Criminal Justice from Nova University. He is also a graduate of the F.B.I. Academy's Law Specialist School in Quantico, Virginia and has taught as an Adjunct Faculty Member for Nova University.

Mr. Ericks resides in Tallahassee, Florida.

**CANDICE ERICKS** is a consultant with Ericks Consultants, Inc., based in Fort Lauderdale, Florida.

Candice was born in Broward County and grew up in the City of Plantation. Prior to joining the firm 14 years ago, Candice began her career in corporate sales in New York City, specializing in outdoor advertising and temporary staffing. Upon her return from Manhattan in 1998, Candice opened the Fort Lauderdale branch of Ericks Consultants, Inc. Candice has developed an extensive network of contacts and relationships within state and local governments and the business community and works closely with the firm's South Florida based clients. Due to her work with an extensive array of clients, Candice has developed broad expertise in numerous subject areas.

Candice is active in many charitable organizations and serves as a Board Member of ChildNet, a not-for-profit organization working to protect Broward County's abused, neglected and abandoned children; the Florida Association of Professional Lobbyists (term ending January 2010), an organization committed to establishing and maintaining high standards for the lobbying profession; and Broward Days, an independent, nonprofit and nonpartisan group of people advocating for diverse needs and concerns of Broward County, Florida.

Candice was a member of Leadership Broward's Class of XXV, an organization that seeks to prepare members for leadership roles in their community. Candice was also recently featured by Gold Coast Magazine as one of Broward County's leading young professionals [*40 Under 40*] who were recognized for their professional and civic involvement in Broward County.

Candice worked with Ericks Consultants, Inc. while attending Florida State University and interned during the 1994 Legislative Session in the Florida Senate. She graduated with a Public Relations and Political Science degree from Florida State University.

Candice Ericks resides in Fort Lauderdale, Florida.

**MARTY CASSINI** was born in Miami and subsequently raised in Miami Shores. He attended Miami Country Day School for most of his young life and then went on to Barry University. While at Barry, Marty earned a Bachelor of Science in Sociology with a minor in History and also played on the Men's Soccer team.

After college, Marty moved to Alpharetta, Georgia. He worked for the well-respected real estate firm McCalla Raymer. During his time there, Marty administered many real estate transactions and gained a deep love for the law and moved back to South Florida to attend Nova Southeastern Law School.

In 2006, Marty graduated from Nova and immediately became policy adviser and legal counsel to the Florida Senate Minority Leader. With such an opportunity, Marty acquired an in depth knowledge base of many different subject matters, including local government, gaming, insurance, health care, transportation and tax issues.

Marty worked with various stakeholders on a variety of subjects. Most notably, he was involved in the property insurance rewrite of 2007, gaming bills that expanded poker rooms and slots machines at pari-mutuels, stem cell research investments, Sun Rail, removal of the affordable housing fund cap, the property tax rollback and ad valorem assessment changes, voluntary condominium termination, and high occupancy vehicle travel for hybrid cars

Since 2009, Marty has collaborated with Ericks Consultants Inc. on an array of different issues but concentrates mainly on local government, tax and gaming issues. With his legal and policy background, Marty is the analytical arm of the firm, providing detailed and in-depth reviews of all legislation moving through the process. He drafts bills and amendments and he also creates comprehensive policy initiatives. Marty offers insight and guidance on how policy changes affect the firm's clients.

Marty is also a practicing attorney in the areas of corporate, business and finance law as well as local government law. Marty has served as counsel for campaigns, political action committees and other political groups. Marty serves as pro bono counsel to a local developmentally disabled school and has also lobbied pro bono for Autism related initiatives. Marty has also served as in-house counsel for campaigns, political action committees and other political groups.

**JANET MORRIS** is the Office Manager for Ericks Consultants and works out of the Tallahassee office. Janet has an in-depth knowledge of the operation of the Florida Legislature and state government. Janet retired from the Florida House of Representatives in 2006 as a Senior Legislative Analyst in the Committee on Business Regulation. In her capacity on committee staff, Janet was responsible for the analysis of legislation dealing with alcohol, tobacco, general business and all gaming venues [lottery, pari-mutuels, slots, etc.]. Prior to her service on the Business Regulation Committee staff, Janet served as an Executive Assistant to the Speaker of the House and Majority Leader.

#### **Please meet your team from Adams St. Advocates (ASA)**

**DAVE ERICKS** is one of the founding partners of Adams St. Advocates. In addition to Dave, other founding partners that will be dedicated to your issues include Claudia Davant, Robert Beck, and Tanya Jackson.

**CLAUDIA DAVANT, Managing Partner**, was the former Managing Partner of NSI, Florida where she lead the national firm's Florida practice for almost 4 years. While there she built a broad multi-client practice that included information technology, local government, telecommunications, transportation, gaming, appropriations, healthcare, aging, education, environmental issues with a niche practice around procurement driven clients and sales/business development strategy. She has extensive experience in government and private sectors.

Prior to NSI, Claudia was on the national business development team for Accenture, a global information technology firm, where she led sales campaigns for large, complex integrated systems opportunities. At Accenture she was also responsible for government relations in Florida as well as many other states and worked closely with government entities at both the state and local level in that role.

Claudia moved to Florida in 2000 as AT&T's State President for Regulatory and Legislative Affairs where she worked hand in hand with key decision makers in both the Florida legislative and executive branches for 5 years. She subsequently was promoted to Regional Vice President for Legislative Affairs for AT&T where she successfully led legislative and regulatory reform campaigns in the Southern Region before the merger with BellSouth. In addition to her corporate experience, Claudia worked in government on both the state and federal levels. She served as U.S. Senator Strom Thurmond's Legislative Aide in Washington, D.C. for 3 years providing legislative analysis, constituent service and external communications. As a Policy Advisor to the Michigan House of Representatives, she led the staff effort to rewrite the Michigan Telecommunications Act. And as General Counsel and Communications Director for the South Carolina Department of Commerce, she negotiated economic development incentives with corporations wanting to do business with the state.

Claudia currently serves on the Associated Industries of Florida (AIF) IT Council, Florida TaxWatch Board's Executive Steering Committee and Board, the Take Stock in Children Board and the Florida Afterschool Network Board. One of only nine recipients nationwide, she was recently honored by the Afterschool Alliance as Florida's Afterschool Champion of the Year at the "Breakfast of Champions" in Washington, DC.

A South Carolina native, Claudia earned her BA from the University of South Carolina Honors College and Law degree from the University of South Carolina.

**ROBERT BECK** brings unique and invaluable skills in public and private sector budgeting and appropriations, assisting our clients to build effective business cases that resonate with government decision-makers and procurement evaluation teams. Having served in senior roles in government including Staff Director of Senate Appropriations, Budget Director for the Governor of the State of Florida, Policy Advisor to the Senate President on Appropriations, Medicaid, and General Government, Robert has leveraged his extensive public sector experience to position private sector clients to effectively compete and win multiple agency procurements since reentering the private sector in 2008. Robert's experience in health care, criminal justice, and extensive experience with Medicaid has allowed him to effectively assist his clients in developing value propositions and procurement opportunities that resonate in today's fiscally challenging environment where agencies are continually confronted with a growing workload and shrinking resources to meet these demands.

Robert effectively leverages his executive branch relationships, having served in the Departments of Elder Affairs, Children & Families, Agriculture, Highway Safety & Motor Vehicles, and Management Services to create opportunities and interest by state agency stakeholders through effective communication and knowledge of agency needs. Robert understands the importance of effective business cases and sound return on investment analyses in a state government market that is becoming more and more driven to operate like a business, increase efficiency and reduce costs. Robert leverages his deep relationships in government and combines these relationships with solid business skills to create opportunities and encourage state government stakeholders to pursue them as good public policy.

**TANYA JACKSON** provides years of senior management experience with roles in both public and private sectors. Prior to joining Adams St. Advocates, Tanya was the founding partner for PinPoint Results LLC, a management and technology consulting firm which serves the growing needs of clients in the areas of Government, Management, Procurement and Technology Consulting.

Tanya currently provides consulting services to several Florida government agencies such as the Department of Economic Opportunity and the Department of Education, Office of Early Learning. In those agencies, Tanya has had an opportunity to develop very deep relationships while acting as a contract manager on the agency's behalf.

Prior to founding PinPoint Results, Tanya was the Managing Director for a Big-Five management and technology consulting firm leading a large team of dedicated professionals who brought innovative and cost-saving solutions to their State of Florida government and education clients.

Tanya began her public service career with the federal government Department of the Navy, and later the Department of Defense as a Systems Accountant. Following her work with the federal government, Tanya worked as the Chief Operating Officer for a Florida law firm after which she returned to public service as the Legislative Affairs Director for the Florida Department of Elder Affairs. During her eight year tenure there, Tanya managed the agency's legislative agenda, then later became the Chief Information Officer, also overseeing Human Resources, Procurement and General Services. It was during her tenure at the Florida Department of Elder Affairs, where she also sat on the Governor's Sterling Council, helping to drive efficiencies and streamlining business processes throughout state government.

With a strong understanding of state government including procurement and contract management, technology and project management, the appropriations process and public policy development, Tanya understands the strategic approach and client satisfaction necessary for organizations to successfully do business with government.

Tanya has a B.S. in Accounting and an additional B.S. in Social Sciences Interdisciplinary from the University of West Florida in Pensacola.

**JIM HENRY** has been involved with state government for over forty years. The last ten years he was with The Department of Children & Families as Legislative Director – most recently for Secretary Wilkins. There he coordinated the full legislative package including budget and all substantive program areas. He also served on the department's executive leadership team.

Before that he was legislative coordinator for The Florida Lottery for four years under then Governor Jeb Bush.

Jim also was the executive director and lobbyist for The Academy of Florida Trial Lawyers. He came to Tallahassee in 1971 and started to work as staff director in the Florida legislature both in the Senate and House of Representatives.

This unique alliance between ECI and ASA offers the City of Fort Lauderdale a proven, dedicated and respected home based team that works and lives within the City, as well as a seasoned Tallahassee based team that works and lives in Tallahassee year round. Combining the intimate knowledge of the Fort Lauderdale based team with the Tallahassee year round presence is invaluable and critical to the City. Many committee, administrative and rule making hearings and other important meetings take place outside of the legislative calendar. Having the ECI/ASA dual representation allows for firsthand knowledge and insight into what is happening throughout the year and the direct effects it may have on the City. In these tough economic times the regulatory and administrative process is equally important as the legislative process. Environmental permitting issues, economic development incentives and the process of determining the economic impact of unfounded mandates are just a few examples of issues that agencies address throughout the year.

ECI, along with ASA, will provide unparalleled representation to the City of Fort Lauderdale. We will work closely with the Mayor, Council Members, City Manager and staff in the coordination and development of the annual legislative agenda and appropriations requests, including holding workshops as necessary. Once the agenda and budget priorities are set we will then identify key legislators, as well as staff in the Governor's Office, the Cabinet and executive branch agencies regarding our specific legislative and budget priorities. We will then continue to develop and implement strategy on proposed special or general legislation in coordination with the Broward County Legislative Delegation, Fort Lauderdale Commission, the City Manager and staff. Our team will be involved in drafting and analyzing proposed legislation, developing strategies and recommending amendments as necessary. ECI will create white papers, talking points or other educational documents to distribute to members as needed on important issues. We will arrange initial educational/informational meetings amongst staff and members of the Legislature and executive branch agencies and will facilitate follow-up meetings as the priorities move through the legislative session. Members of our team will continuously track legislation throughout Committee weeks and Session, monitoring all state legislative committee meetings and agency hearings prior to, during and after Session and testifying as needed.

Our team will provide continuous assistance throughout the budget process, advocating for full-funding of the City's project requests. Please note that Mr. Beck with ASA has extensive knowledge of the Florida budget process and has proven to work successfully within the extremely complicated appropriations world. In addition, we will also identify relevant funding opportunities and assist with grant requests. Keep in mind that many opportunities come up outside of the timeframe of the regularly scheduled Session and having a full-time extended team living in Tallahassee continuing to work at the Capitol is key. Members of our team will continue to work throughout the year with the Florida League of Cities and the Broward League of Cities to review their policies. We will also maintain follow-up and appreciation correspondence throughout the process when appropriate.

[Appendix 1 - Organizational chart attached.]

## D.2

DEMONSTRATE YOUR FIRMS EXPERIENCE AND UNDERSTANDING OF LEGAL IMPLICATIONS OF PROPOSED LAWS AND PROPOSALS THAT HAVE BEEN UNDER CONSIDERATION BY FLORIDA ADMINISTRATIVE BODIES, AND HOW YOU ASSISTED YOUR PAST CLIENTS REGARDING SAME.

Having worked in both the corporate arena and the public sector, ECI/ASA have formed an efficient, experienced, professional team with an in-depth knowledge of Florida government and the ability to offer precise evaluations of legislation, amendments and bill analyses. We have particular expertise in state, county and municipal government, transportation, law enforcement, utilities, solid waste, human services, education and the environment. Our years of experience and hands on policy work in the municipal arena give us the understanding of how policy initiatives affect Fort Lauderdale, both negatively and positively. While we are highly involved with large policy areas, such as taxes, 175/185 pension reforms, and growth management and environmental issues; we are also involved with areas such as legal notices and building inspections (to name a few).

One of our strengths is the ability to take large amounts of information and present it to the City of Fort Lauderdale every committee week or week during session. With two attorneys on the ECI/ASA team bills and policy changes are given very thorough analyses and reviews. You will receive informative and concise reports on policy matters that will detail any negative or positive effects from any particular piece of legislation. We have staff dedicated to bill tracking and reporting, updates, legislative intent, and answering any questions you may have.

Although the hustle and bustle of Tallahassee calms down when session is over, we know that the City will constantly have issues with proposed bills, rule making, administrative bodies, court cases and perhaps even issues between the state and federal government.

Our close relationships across agencies help us respond to proposed rule changes or new procedures. A perfect backyard example of this is Gill Hotels.

The Sheraton Trader wanted to build an overpass that would extend from the hotel property over and above A1A. The overpass was for pedestrian access to the beach that would avoid traffic crossing patterns. When the hotel asked the state for permission the Cabinet voted in unanimous opposition to the pedestrian overpass.

Once we were engaged we met with all stakeholders, including the Cabinet and the Department of Environmental Protection. We convinced the parties that the pedestrian overpass was needed and would not damage the environment. The Cabinet voted again on the issue and it passed unanimously.

The Yankee Clipper faced the prospect of having to screen enclose their entire pool area in order to allow for outside preparation of food. A local inspector argued that outside food was unsafe. Faced with the prospect of not being able to hold outside barbecues, we immediately met with the Department of Business and Professional Regulation to consider the consequences of making every hotel in the state cover outside areas in order to serve food. Shortly, thereafter the screen issue was rectified.

Some more recent examples deal with agency rule making and the legal implications of such rule changes.

A client is a not-for-profit corporation, controlled by an independent board of directors, which manages outsourced state contract operations for a state agency. This client performs contract management and oversight, planning, procurement and quality assurance activities for multiple programs within 11 subdivided regions of the State. As part of its procurement responsibilities, our client routinely issues competitive procurements at the local level to designate local service providers for health care services. The State Agency which oversees our client attempted to issue a new rule that would dictate 'bid protest procedures' – most of the provisions of which were in line with the provisions of Chapter 287, Florida Statutes relating to procurement. One specific provision, however, infringed upon the decision-making or 'final board action' in the procurement process which our client objected to. Specifically, the state agency involved attempted to dictate the order of precedence for contract award in the event of a bid protest. Essentially the state agency attempted to promulgate a rule that required the client to award a contract to the second highest ranking bidder IF the second highest ranking bidder prevailed in a bid protest. The effect of this rule proposal was to infringe upon the independent decision-making authority of the board of directors, who in the instance above, may have specific and critical reasons for NOT wanting to award a bid to the second highest ranking bidder (previous substandard performance, price, etc.). Adams St. Advocates successfully advocated against these rule provisions and the final rule kept intact, the independence of the 501-C3 organization's board of directors.

Another example of rule changes relates to background screening requirements. During the 2010 legislative session, the Legislature significantly strengthened Florida's background screening requirements for volunteers, service providers, and persons working with children, the elderly, and other vulnerable populations. However, this new law had several unintended consequences including A) background screening for family members including a husband or wife caring for a family member and B) inability for state agencies to 'share' data/findings on background screening results negatively impacting businesses and individuals who work with multiple agencies. During the 2012 Legislative Session, Adams St. Advocates successfully advocated for legislation that would remove the legal requirements for family members, who care for other family members, to undergo the costly Level 2 FBI fingerprint background screening. In addition, the legislation established a 'data-bank' for agencies to share background screening data, thereby eliminating redundant background screening requirements and improving the efficiency of state program operations.

Administrative agencies routinely promulgate new and revised rules/regulations. Ericks Consultants, Inc and Adams St. Advocates constantly monitors the development of these proposed rules which are developed via a formal 'rules hearing process' under Chapter 120, Florida Statutes. During these rule workshops, we work with the State to ensure our client's interests are not unduly burdened by a newly proposed/revised rule. During the course of rule promulgation, we analyze the proposed policies for client impact - from a legal, operational, and fiscal impact - and provide public testimony during the rule-making process to shape the final outcome.

### **D.3**

DESCRIBE FIVE MAJOR SUCCESSSES YOUR FIRM HAS HAD FOR CLIENTS IN THE PAST FIVE YEARS.

#### **FIVE NOTEWORTHY SUCCESSES WITHIN THE PAST 5 YEARS:**

##### **(1) SFRTA**

For historic background, almost ten years ago ECI was instrumental in helping to pass legislation which transformed the Tri-County Commuter Rail Authority (TriRail) into the South Florida Regional Transportation Authority (SFRTA.) The new Authority was created with a vision to provide greater mobility in South Florida, thereby improving the economic viability and quality of life of the community, region and state.

The ECI Team was instrumental in the passage of major legislation that gave the Authority the power to issue, reissue or redeem bonds. Through ECI's efforts, the bill provided for discretionary bonding ability and gave the Authority the potential to receive matching funds of at least \$45 million if Broward, Miami-Dade and Palm Beach counties imposed a local-option funding source. This provision guaranteed that a dedicated funding source, either from the state, counties and/or a local-option funding source, was always available to the Authority.

##### **Within the Past Five Years:**

Throughout 2008 and 2009, ECI worked with the SFRTA team to educate the legislature and other key executive agency decision makers on the critical need for additional dedicated funding.

In December 2009, the Florida Legislative Special Session culminated in successfully gaining Legislative approval for additional funding; specifically, the Legislature appropriated an additional \$15 million a year for five years to close the gap needed to run a full complement of 50 trains which directly benefits not just the counties but also the City of Ft. Lauderdale. This funding was critical to the on-going operation of the rail and picks up the shortfall caused by reduced funding from the county.

The Team successfully secured an additional \$1 million in funding during the 2010 Legislative Session. With a state budget short fall of over \$4 Billion, any increase in funding was a monumental accomplishment.

During the 2012 Legislative Session, Legislation was introduced to dramatically change the governance of the SFRTA Board based on recommendations by the Florida Department of Transportation (FDOT). It would have eliminated the three local representatives currently on the Board and provided for the ability to completely privatize the agency. After weeks of intense lobbying, a compromise was negotiated between SFRTA, FDOT and the Governors office to preserve the local representation and allow the Governor additional representation without jeopardizing SFRTA's operating authority. This amendment required a complicated legislative strategy that was successfully implemented in multiple committee meetings on multiple legislative vehicles, floor support and passage. Ultimately, HB 599 was signed by the Governor and ECI is proud of the teamwork between SFRTA, Broward, Miami-Dade and Palm Beach. This huge undertaking that affected multiple counties clearly demonstrates ECI's leadership abilities to lead on complicated political and policy issues directly affecting local government such the City of Ft. Lauderdale.

## **(2) JM Family Enterprises**

Historically, ECI has fought franchise legislation that would be harmful to the operation of JM Family Enterprises (Southeast Toyota). In the automobile industry, JM is unique in the sense that although they are a distributor, they also own a dealership. JM Family has a wonderful business relationship with its dealers, however, when it comes to franchise legislation JM normally takes the manufacturer stance. Overall, ECI has been successful in defeating franchise language or in negotiating legislation that is less injurious to JM Family. For example, during the 2009 legislative session there was a push to enact legislation that would have made it virtually impossible for a dealer to ever relocate. The language would also have nullified a provision requiring a franchisee to maintain and honor facility improvements that were in place through an already negotiated franchise agreement. ECI was successful in stripping the offensive language out of the bill on the last day of Session.

## **(3) Energy**

With the assistance of Senator Bogdanoff and Representative Moraitis, we were successful in amending both the House and Senate versions of the Energy Legislation (HB 7117) to include the words "commercial property". Adding this language expanded the ability of local governments to partner with commercial properties to further energy efficient projects which benefits local business and improves energy consumption.

The energy legislation is an initiative, backed by the Commissioner of Agriculture, which would extend \$16 million dollars of tax credits for renewable energy. The bill also makes a number of changes to energy laws to streamline and help implement a renewable energy plan state-wide. In addition to expanding the ability for biofuel permits the bill allows utilities to recover costs from consumers if the PSC makes such a determination after petition. Additionally, there is information on vehicle charging stations and privately owned electric charging on both energy consumption and the impact of the electric grid on the state. We mention some details of this bill because energy will continue to be a focus of future legislation and we know how important it is to the City of Ft. Lauderdale. For example, Broward County was the only recipient in Florida to be awarded monies from the federal SunShot Program. "Broward Go Solar" in which Fort Lauderdale is a participating city, is currently in Phase I. Within the next few months the system should be live, streamlining the permitting process for Fort Lauderdale's residents for rooftop solar projects. ECI is and will continue to be engaged on energy issues.

## **(4) Seaports**

During the 2010 Legislative Session ECI and the coalition of Florida Seaports gained support for significant changes to port regulations. HB 963 by Representative Ray and SB 2000 by Senator Ring was Port Policy/Regulatory Relief legislation dealing specifically with the following: port conceptual permits, stormwater management systems serving overwater piers, reduction of match for rehabilitation of wharves and piers, flexibility language for FSTED program, funding process, dredging permits issued by DEP, public/private partnership authority, as well as providing an expedited process for the submission of work program amendments for seaport projects. ECI attended all committee meetings, as well as numerous meetings with the sponsors, other legislator and staff to ensure its passage.

In 2011, ECI helped pass HB 283 by Representative Young/SB 524 by Senator Latvala. Florida at that time was the only state subject to both state and federal seaport requirements, including duplicative background checks and access cards. This of course put the state and specifically Port Everglades at a competitive disadvantage with other ports, as well as being costly to port users and workers. HB 283 repealed these duplicative regulations and was signed into law by Governor Scott at a special bill signing ceremony. (This legislation

settled the differences of the FDLE card and the TWIC (Transportation Worker ID Card). Please note that this was an ongoing battle since 2009 and we are very proud of passage of this legislation.

In 2011 ECI was instrumental in working with the Ports Council to help pass language geared toward environmental processes, permitting language and seaport planning language. (Senator Ring and Representative Ray – HB 399) This legislation is beneficial to Port Everglades because of the maintenance dredging and streamline permitting language.

In 2012, specific port funding for the SouthPort Turning Notch was eliminated from FDOT's five year work plan. ECI strategically led a coalition of business leaders from Broward County that included Port Everglades Board Members, members of the Greater Fort Lauderdale Business Alliance and Broward County Commissioners. We then facilitated critical meetings with key legislators and agency decision makers to reinstate that funding in the appropriations process.

ECI was instrumental in working along side the Ports Council to help pass monumental seaport legislation. Increased financial assistance, as well as streamline permitting legislation was put into place to benefit Florida's 14 seaports. We worked hard to secure additional money for the FSTED Program, as well as setting up a Strategic Port Initiative to benefit the future of Florida's ports. Our efforts resulted in an increase from the previous year and specific appropriations for Port Everglades are as follows:

Port Everglades \$1,100,000 for the Southport Turning Notch (project funded through FSTED)

Port Everglades \$12,000,000 for Southport ICTF on Port Rail Improvement (project funded through FDOT)

Port Everglades \$12,214,668 for Southport Turning Notch Expansion (project funded through FDOT)

FEC/ Port Everglades ICTF \$30,000,000 (project funded in the Intermodal line item)

#### **(5) Crime Lab**

Crime lab funding has been a priority for the Broward County Sheriff's Office and Broward County for the last few years. Florida has five crime labs that are underfunded by the state. Prior to the 2012 legislative session, statutory authority allowed but did not require judges to impose an additional penalty to increase the funding for crime labs when they were used in the successful prosecution of a defendant. Invoking this additional fine was rarely imposed and it was not uniformly applied. This created significant shortfalls that the Sheriff's office and the County then had to subsidize with local funding.

Efforts led by ECI throughout 2010 and 2011 culminated in successful changes to mandate crime lab fees in 2012 legislation. Specifically, language was passed that would require a \$100 fee to be mandated when a person was convicted of a crime and the local crime lab was utilized. There are 5 local crime labs that are located in Broward, Palm Beach, Miami-Dade, Indian River and Pinellas Counties.

Through ECI's strong relationships with the Broward delegation, support for the language to change the statute was garnered early in the process. This support resulted in Senator Bogdanoff (who was essential in previous efforts) committing to making it a priority during Budget negotiations. ECI worked tirelessly throughout the appropriations process attending all Budget meetings and worked along side Senator Bogdanoff to gain support of both the House and Senate leadership to secure the House acceptance of the mandatory \$100 fee language. We were successful in getting the House to accept the language and Senate Conforming Bill 1968 passed both the House and Senate unanimously. Our understanding is that this language will provide an estimated \$5 Million funding for the crime labs.

During the veto period we worked diligently with the Governor's Office to answer questions and educate them on the user fee funding source contained in the legislation. Our arguments were persuasive and the bill was ultimately approved by the Governor.

**In addition to ECI's specific successes we would like to give you two examples of our subcontractors' major successes:**

**(6) Afterschool Programs**

During the 2012 Legislative Session Claudia Davant helped lead the charge to prevent the passage of legislative changes that would have made 32,000 low-income children ineligible for participation in the afterschool programs they were currently enrolled in. She met with legislators and facilitated language supported by the Florida AfterSchool Network and other advocates for children and education so that the legislation that was ultimately passed met their goals for improving children's school readiness without blocking access to important afterschool programs. Claudia was named Florida's "Afterschool Champion of the Year" for her successful pro bono work on behalf of the Florida Afterschool Network.

**(7) Recent Budget Successes:**

Robert Beck, a founding partner with Adams St. Advocates leads our Firm's Appropriations work. Robert has a solid understanding of the State of Florida's budget process having held numerous senior appointments in the Executive branch, the Governor's Office and in the Senate Legislative Appropriations Committee. Since leaving government in 2008 after 22 years, Robert has helped secure millions of dollars in appropriations increases as well as preserves base budget funding on behalf of his clients. These accomplishments include:

- FY 2010-2011 – Preserved funding for home and community-based programs serving seniors in while over \$4 Billion was cut from programs in the State Budget. During the worse fiscal times the State of Florida has ever faced, Mr. Beck was able to secure several million dollars to increase Florida's Aging & Disabled Medicaid Waiver program.
- FY 2011-2012 - \$40 million increase for home and community based care programs for seniors including for Alzheimer's Projects & Services; Nursing home diversion program, Community Care for the Elderly, and local service programs serving Broward and Miami-Dade Counties.
- FY 2012-2013
  - \$ 23 million increase for home and community based care programs for seniors
  - \$ 11.4 million for the AIDS Insurance Continuation Programs which serves Broward County
  - \$ 2.5 million increase for AIDS Drug Assistance Program
  - \$ 4.4 million for Juvenile delinquency prevention programs
  - \$ 1.0 million of the Health Council of South Florida

In addition to these recent appropriations secured through Mr. Beck's advocacy efforts, he also was an integral member of the 2012 Team led by Ericks Consultants to protect the SFRTA's base budget funding for commuter rail transportation and secured \$2 million for rail bridge replacement in Central Florida. Finally, Mr. Beck has helped his clients achieve success in the budgeting process in numerous cases through the development of State Budget Proviso language and development of numerous budget conforming bills critical to ensuring proper implementation of the budget following legislative session.

#### D.4

WHAT OTHER FLORIDA CITIES AND COUNTIES DOES/HAS YOUR FIRM REPRESENT(ED), AND HOW MANY YEARS HAS YOUR FIRM REPRESENTED THOSE FIRMS?

We currently represent the City of Coconut Creek [almost 6 years] the City of Coral Springs [12 years] the City of North Lauderdale [since 2009 and previously represented], the City of Pembroke Pines [for over 6 years], the Town of Davie [cumulatively almost 6 years] and the City of Plantation [more than 7 years]. We have represented the Cities of Hollywood and Pembroke Park in the past. We also represent Broward County and Palm Beach County [over 6 years]. We believe that the experience gained from representing these local governments provides us the capability and understanding to meet the needs of the City of Fort Lauderdale, the host city for Broward County.

ECI has represented Broward County for over 15 years; therefore, we have dealt with issues on a federal, state and local level in regards to our unique Fort Lauderdale environment. We have extensive knowledge and expertise in dealing with the proximity of our airport and seaport, along with acknowledging the sensitivity to our commercial and tourist industry.

We are aware that in the past the City and County have been at odds at times and we are sensitive to those occurrences. However, recently, especially on the state level, our experience affords us the knowledge the City and County are in alignment on the majority of issues. Especially within the past few years, the cities and counties have joined forces in Tallahassee on almost every instance of preemption and unfunded mandates. We will continue to be sensitive to any differences that may arise but please understand that we are contracted for state representation and not responsible for any Counties' intergovernmental relations.

#### D.5

PROVIDE ANY ADDITIONAL INFORMATION PERTINENT TO YOUR CAPABILITY, DEMONSTRATED PAST PERFORMANCE, WORKLOAD AND AVAILABILITY TO THE CITY.

ECI is a committed consulting/lobbying firm that acts as an extended arm of our clients in every aspect. Whether it is on a state, local or federal issue, ECI works closely with each client to identify their specific needs. We recognize that each client has unique assets and needs and has their own style for achievement reports and distribution of workload. Many of our clients are team-based; therefore, the responsibilities, as well as the efforts, are shared. In other cases, we are a client's sole representation. Members of our firm will be available at all times via phone, text, fax, or email to maintain vital lines of communication throughout Legislative Committee weeks and Session.

Our experience and knowledge, combined with our strong relationships throughout the Legislature, allows us to cover a lot of ground within the legislative process. Our capabilities are supported by in-house legal counsel and interns, as well as an extremely seasoned Office Manager with 30 years of experience in the legislative process. We pride ourselves on efficient coordination and organization that allows us to handle numerous tasks for multiple clients simultaneously. We believe that our long-term relationships with the majority of our clients are indicative of our past performance. In addition, ASA brings another team to the table to champion the City of Fort Lauderdale's efforts, with additional experts in the consulting and lobbying fields. Session moves fast and decisions and legislation changes quickly so having a large team at the capitol everyday and living in Tallahassee during session is invaluable to your representation and success. Another advantage to having a team that lives in Tallahassee during Session is that travel has become so costly and difficult many members of the Legislature and staff spend their weekends in Tallahassee which provides additional opportunities to spend time with decision makers while the decisions are actually happening.

ECI has in depth knowledge of the state appropriations process and has been successful in obtaining line item appropriations for our clients. However, the addition of Robert Beck to our roster brings an extraordinary

insight and experience to the ECI Team. Robert is uniquely qualified in the legislative appropriations arena having been an appropriations staff director for the Florida Senate. In addition, Beck held the role of chief policy advisor on appropriations for the Florida Senate President in 2004 and 2005. In addition to his legislative appropriations experience, Beck has held senior executive appointments in budget leadership acting as the Governor's budget director under Governor Crist and also holding the budget director jobs for other executive branch agencies. Beck brings the most solid experience in state budgeting and legislative appropriations possible to achieve this client's goals. Beck provides a level of knowledge to the appropriations process which has helped him to achieve results in multiple policy areas including health care-specifically home and community care for seniors, Medicaid, criminal justice, technology, education and transportation.

The following are a few examples of past performance:

#### Charter Schools

ECI was instrumental in obtaining increases in appropriations each year for charter schools. We represent the City of Coral Springs and the City of Pembroke Pines on charter school issues. This has been an uphill battle over the years to gain support and appropriations for the charter school effort.

2001 - Increased from \$20 million to \$27.7 million

2006 - Increased from \$27.7 million to \$53 million

During the 2007 and 2008 Legislative Sessions - over \$54,000,000

2010 - \$56,112,466

2011 - \$55 million appropriated with additional money for high performing charter school systems (note that both Coral Springs and Pembroke Pines are part of a high performing charter schools system)

2012 - \$55,209,106 (plus additional funding available after allocation to the lab schools)

#### Broward Center for the Performing Arts

In 2012, ECI was successful in helping pass a bill for the Broward Center of the Performing Arts. The bill grants a public record exemption for publicly owned and operated performing arts centers. Before the bill passed confidential, sensitive, and personal information of the centers' donors were subject to public records requests. The bill was signed by the Governor and donors are now protected.

#### Crimes Against The Homeless

This effort was attempted for many years, prior to passage in 2010. HB 11 by Representative Porth and SB 506 by Senator Ring, added homelessness into the statute of Hate Crimes (reclassifying offenses evidencing prejudice based on the homeless status of the victim). Florida leads the nation in attacks on the homeless. After Maryland enacted a law based on some of the horrific incidences that we as a community faced here in Broward, Sheriff Lamberti contacted members of our Delegation to pursue this effort yet one more time. ECI worked with the sponsors, Commander Rick Wierzbicki and Broward staff through every committee meeting and numerous discussions with Legislators in both the Senate and the House to ensure passage of this legislation. Although it did not pass unanimously [25 yeas/10 nays], there was virtually no discussion on the floor when Senator Ring presented the bill to the Senate. However, some members of the House were quite vocal in their opposition to adding another Hate Crime to the statute that already included nine classes. Representative Porth gave a passionate argument and defense of the legislation. Ultimately, the vote was not close [80 yeas/28 nays] and HB 11 passed. The Governor came to Broward for a ceremonial bill signing at which members of our Delegation, the Sheriff and ECI were all in attendance.

### Medical Examiner

During the 2011 Legislative Session ECI facilitated a meeting with Steven Fielder, Director of Government Relations for the Department of Highway Safety and Motor Vehicles, regarding allowing our medical examiners to be given direct access to the DAVID database [Driver & Vehicle Information Database]. This database contains a motorist's identifying and emergency contact information, for the purpose of determining the identification of a deceased individual. Fielder was concerned about the number of examiners' ability to gain access. Through a lengthy discussion we agreed upon a number of roughly 20 (as the number across the state) that, pursuant to an interagency agreement, would have secure access to the database. Once DHSMV signed off on the agreed upon language we went back to Representative Moraitis who we had briefed prior to our meeting with DHSMV.

With the groundwork already set we started the 2012 Session touching base with Steven Fielder to make sure the Department was still supportive of our efforts. He gave us the green light and we immediately met with Representative Albritton and his staff to explain why our Medical Examiners should have direct access to the DAVID database. He understood, but also made it clear that only language that was agreed on by both sponsors (House and Senate) would make it into the final cut of the legislative package. We had our marching orders and went directly to Senator Latvala's office and met with his staff to explain at length the need we saw for direct access to the database and why we should be included in the legislation. From that point we were on constant follow-up with both offices up until the strike-all legislation was made public. We were very pleased that the database language was incorporated.

### Palm Beach County

In 2011 ECI was instrumental in securing language in the reorganizational legislation for enterprise zone boundary designations on behalf of Palm Beach County. Also, we were able to secure \$1.4 million in the budget during the Conference process for the Glades Senior Center/West County Homeless Resource Center. Although the \$1.4 M passed in the budget, this particular item, along with many other items, was subject to Governor Scott's veto power.

### Property Appraiser Issues

ECI worked with Senator Ring and Representative Holder to pass SB 1580 - partial property payments. This piece of legislation proved to be more difficult than we expected. There were many hurdles; however, with the help and dedication of Senator Ring, Representative Holder, Representative Bogdanoff and Representative Murzin, among others, we were able to get it through both chambers in the last few days of Session. What SB 1580 ultimately does is allows for taxpayers to pay their property taxes in partial payments. Before passage of this legislation the law did not legally allow the tax collector to collect the payment unless it was paid in full. This piece of legislation will be helpful to the Florida citizens in these difficult economic times.

### Seminole Compact

After years of negotiation, the Seminole Tribe of Florida and the State finally came together on a compact. The agreement comes after the Legislature challenged the first compact in 2008 and rejected compacts in 2009. The compact will allow the state to collect at least a billion dollars over five years.

The Seminole Tribe is authorized to conduct gaming at the following locations:

Seminole Indian Casino – Brighton, located in Okeechobee, FL, Seminole Indian Casino – Coconut Creek, located in Coconut Creek, FL, Seminole Indian Casino – Hollywood, located in Hollywood, FL, Seminole Indian Casino – Immokalee, located in Immokalee, FL, Seminole Indian Casino – Big Cypress, located in

Clewiston, FL, Seminole Hard Rock Hotel & Casino – Hollywood, located in Hollywood, FL, and Seminole Hard Rock Hotel & Casino – Tampa, located in Tampa, FL

As a part of the Revenue Sharing Agreement between the state and local governments, the State will remit 3% of revenue received from the Tribe. Out of this 3%, Broward County shall receive 22.5% for revenue collected from the Seminole Indian Casino-Coconut Creek facility, and 25% for both Seminole Indian Casino in Hollywood and the Seminole Hard Rock Hotel and Casino in Hollywood. (The share is less for Coconut Creek due to more cities being included in the share than for the Hollywood facilities.)

ECI was successful in negotiating a 5% fee to affected cities and counties in the original Governor's compact that was overturned by the courts. ECI then helped negotiate the eventually agreed upon 3% (down from 5% because the legislative compact was requiring a larger guarantee from the Seminoles in the final agreement) on the legislative compact. ECI was instrumental in ensuring the percentage cuts to Broward County and the City of Coconut Creek.

#### Law Enforcement

ECI was responsible for numerous pieces of legislation dealing with all areas of public safety. SB 214 which set the statewide standards for the training and use of dart firing stun guns. SB 428 which raised the per diem rates for travel expenses of public employees. HB 251 which created the Marvin Clayton Act, which is the database to fairly and correctly dispense the allocation for local law 175/185 premium tax revenues. HB 295 which increased the penalties for violators that attempted to flee or elude law enforcement officers. HB 749 the Duval County Sheriff's office pension plan legislation added correctional officers to special risk of their local law plan. SB 1792 which revised the number of members sitting on the Criminal Justice Standards and Training Commission and added the 180 day tolling or limitation period of actions against a law enforcement officer. HB 123 law enforcement officers' bill of rights, that stopped the 180 day tolling of an investigation during a declared state of emergency and clarified that law enforcement officers were entitled to be interviewed last during an investigation. HB 143 set state wide training standards for firearms training, bringing Florida in line with Federal Law Enforcement Officers Safety Act.

#### Local Governments

In 2008, ECI was able to obtain \$500,000 for the Fire Training Simulator Tower for the City of Coral Springs.

In 2008, Claudia Davant was retained to help the City of Tavares secure funding from the FDOT for the development of commuter rail in Tavares. In addition to rail funding, Davant's team helped the City with various permitting issues related to the redevelopment of downtown Tavares. The Department of Environmental Protection had been unwilling to grant the City approval for the reconstruction of an overwater pavilion on Lake Dora. The Davant Team worked with state and local officials, as well as the Legislature and Governor's office, to get approval for the project. The City was not only granted all permits for construction, but the permits were expedited, saving the City over 12 months of project delays.

ECI was responsible for obtaining \$7 M for the Plantation Preserve Golf Course.

CBIRS - Back when community budget requests were part of the budget, ECI was extremely knowledgeable and successful in securing them for our local governments.

#### Florida Atlantic University

EC worked with Tom Barlow, Director of Governmental Relations for Florida Atlantic University, to secure funds for identified FAU programs. ECI was initially hired to work on the FAU Davie Campus expansion.

During the time ECI represented the University we exceeded our assigned goal and were instrumental in securing substantial funding for the university. In 2007, \$94 million in PECO funding, \$4.3 million recurring for their medical school expanding as 4 year program; \$18 million for a new engineering project; \$10 million for a general classroom building; \$18 million for the Davie campus expansion; \$8 million for the Harbor Branch Oceanic Research Center; and, an \$500,000 increase for a student-teacher program. During the 2008 Legislative Session, ECI successfully secured the final \$4.3 appropriation for the medical school as well as \$8.75 million for an ocean to energy project, \$52 million in PECO funding, \$9 million in student projects, and \$5 million for the Wellness Center.

### Local Preemption Experience

Local preemption language is a constant battle in Tallahassee in numerous areas and we fight all session long for our local governments. Some examples of our experiences in this area include:

#### Growth Management

In 2009 ECI worked with Representative Schenk's office to place a conforming amendment on HB 73 regarding contracting with the Department of Environmental Protection. The language extends the ability to expedite permitting to charter counties with population over 1.2 million that have delegation agreements with DEP or WMD if they do so by resolution. (This bill was amended and passed.)

#### Solid Waste

In 2010, ECI worked closely with local governments and other interested parties to defeat preemptive language that would have ultimately dissolved solid waste franchise agreements between a city or county and a vendor. That language would have changed the definition of Construction and Demolition debris and would have put an end to previously negotiated and operating contracts. The last time there was a real attempt to change this language was about five years ago. We were also instrumental in defeating that initiative at that time.

#### Recycling

SB 570 by Senator Constantine was quite contentious during the entire 2010 Session. ECI worked with all interested parties to ensure that unachievable mandates to local governments and private business were not in the final piece of legislation. From the beginning we felt comfortable with holding unfriendly language at bay in the House, knowing that we had a fight on our hands in the Senate. The House introduced their language as part of a committee sponsored bill [HB 7243] under Representative Williams' direction. As the next few weeks unfolded, through countless discussions, amendments and negotiations, we were successful in ensuring that acceptable language was included in the legislation.

#### Taxi Cabs

ECI has fought against and has always been successful in defeating pre-emptive language regarding taxi cab regulation for many years. The proposed language prohibits state and local governments from regulating the transfers of taxi cab licenses or shares in the corporation that owns those licenses. The language usually shows up within the last few weeks of Session. In 2009 it was filed as an amendment to SB 424 and onto HB 1021. In 2010 the language showed up during the last 2 weeks filed as an amendment onto HB 1271. The 2011 Session was a bit different. The legislation was drawn only to affect Hillsborough County. We met with the sponsor to ensure it would not affect Broward. Last year there was not an appetite to entertain the efforts although there was discussion.

## Traffic Enforcement Cameras

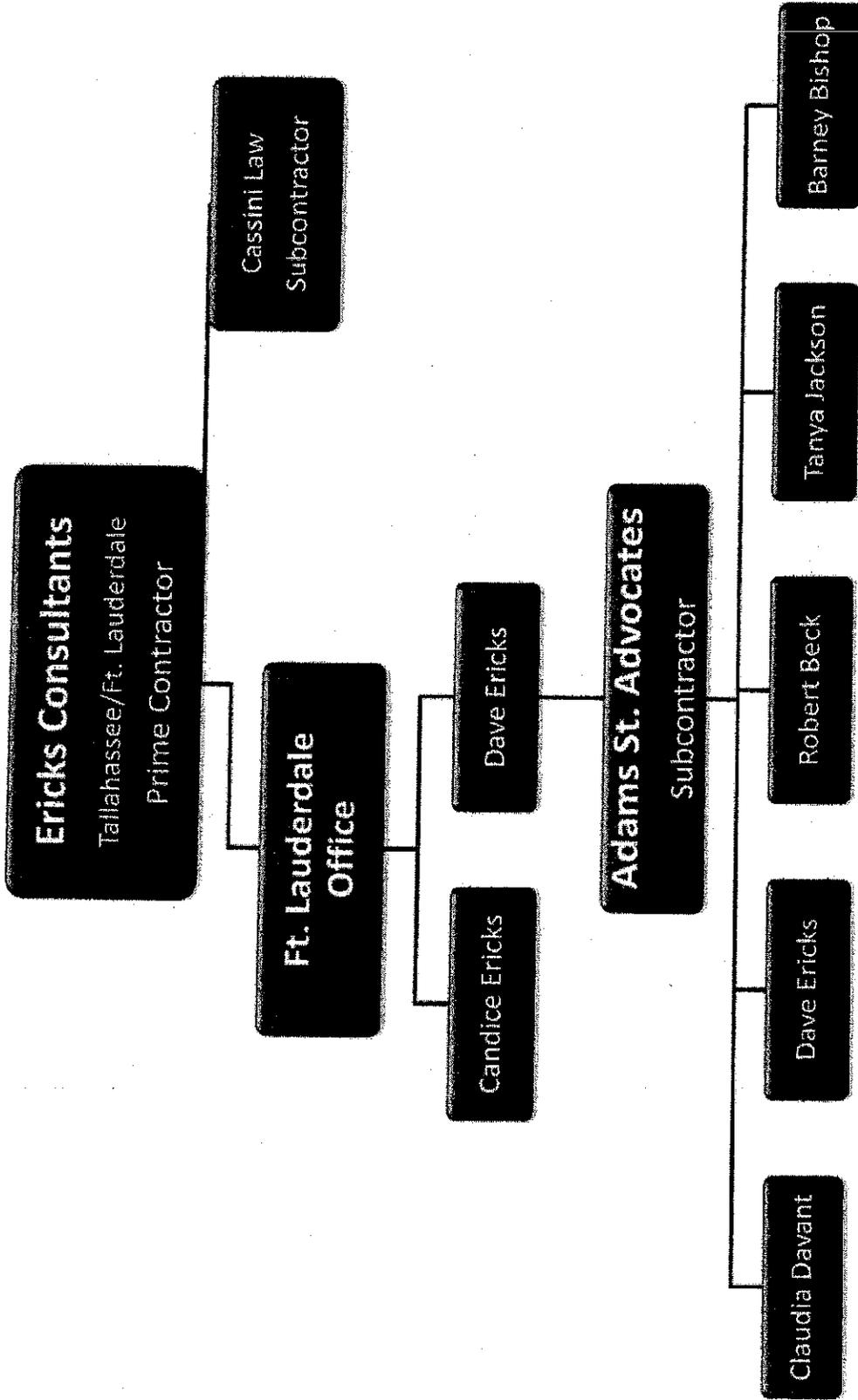
ECI worked on and helped pass House Bill 325 that formalizes and governs the specifications for the red light cameras across the state. The bill allows local governments to contract with private contractors to install red light cameras at intersections. The bill provides that any red light infraction will result in a fine of \$158. If the county or municipality operates the camera, then the local government will retain \$75. If the state operates the cameras, then the local government will receive \$45. Under both scenarios, \$10 will go to the Department of Health Administrative Trust Fund and \$3 will go into the Brain and Spinal Cord Injury Trust Fund.

During the 2012 Legislative Session there was legislation introduced and an attempt to repeal the red light camera law. HB 4087 by Representative Corcoran passed the House but was never taken up in the Senate. Since the Senate did not consider the repeal, the sponsor offered amendments to other transportation bills. One particular amendment seemed to gather support toward the end of the Session and may be back next year. The amendment would have required traffic studies to show that red light cameras would in fact make intersections safer. Other amendments that were debated included the prohibition on citations for red light right hand turns and enactment of specific yellow timing standards. ECI worked alongside interested parties against this effort for our cities, Palm Beach County and ACS. We do expect to see this issue in the 2013 Legislative Session.

Appendix 2 – Client List is attached which reflects ECI's wide range of clientele and experience.

Appendix 3 – White Paper and Copy of SB 570 Relating to Public Records for Performing Arts Centers

Appendix 1



## Ericks Consultants, Inc. Client List

The following Client List offers insight into the varied nature of our experience and current endeavors and provides contact information for each of our clients.

### **American Ambulance Service, Inc.**

Charles Maymon  
2570 South Park Road  
Pembroke Park, FL 33009  
954-868-6668  
[cmaymon@AmericanAmbulanceSvc.com](mailto:cmaymon@AmericanAmbulanceSvc.com)

American Ambulance Service serves Broward and Miami-Dade Counties along with Central Florida's Seminole, Orange and Osceola Counties, and the five Counties encompassing the Treasure Coast.

ECI began representing American Ambulance before local governments in 2010.

### **American Marketing & Management, Inc.**

Austin Forman  
888 SE 3rd Avenue, Suite 501  
Ft. Lauderdale, FL 33316  
954-522-1969  
[af01@bellsouth.net](mailto:af01@bellsouth.net)

American Marketing is a Broward-based, multi-faceted company involved in bio fuels, mining and transportation.

ECI has represented American Marketing for more than 12 years.

### **BAGS, Inc.**

Craig Mateer  
6751 Forum Drive, Suite 200  
Orlando, FL 32821  
407-447-5547  
[craig@airportbags.com](mailto:craig@airportbags.com)

ECI resumed representing BAGS, Inc. in Broward County in 2011.

### **Broward Center for the Performing Arts**

Kelley Shanley  
201 SW 5th Avenue  
Ft. Lauderdale, FL 33312-7112  
954-522-5334  
[kshanley@browardcenter.org](mailto:kshanley@browardcenter.org)

For some cities, the desire to build a major arts complex is a lifetime dream. For the City of Fort Lauderdale and Broward County, that dream came true with the development of the Broward Center for the Performing Arts. Recognizing the need for a more viable venue -- one with greater seating capacity, spacious backstage and meeting facilities -- and more than one stage, visionaries set forth to turn their dream into reality.

From concept to fruition, this world-class performing arts center was built with years of passion, planning and dedication. The passion began nearly four decades ago, when Fort Lauderdale's War Memorial Auditorium, built in the 1940s, and the Parker Playhouse, constructed in the late 1950s, struggled to meet the performing arts needs of this expanding South Florida cultural community.

ECI has represented the Center for over 12 years.

**Broward County**

Eddie Labrador

115 South Andrews Avenue

Ft. Lauderdale, FL 33301

954-357-7575

[elabrador@broward.org](mailto:elabrador@broward.org)

As the 16th most populous county in the United States, Broward County is responsible for servicing more than 1.75 million residents. Broward County has been a chartered county since 1974. The Broward County Commission is comprised of nine members elected by district in partisan elections. The Mayor's functions include serving as presiding officer, and as the County's official representative. The Commission appoints the County Administrator, County Attorney and County Auditor.

ECI has represented Broward County for more than 14 years.

**Broward County Property Appraiser**

Lori Parrish

115 South Andrews Avenue

Ft. Lauderdale, FL 33301

954-357-6904

[lori@bcpa.net](mailto:lori@bcpa.net)

The BCPA appraises every parcel of real and taxable personal property in Broward County on the tax rolls every year. They also take applications for various tax-saving exemptions and ensure taxpayers receive all the exemptions to which he or she is entitled.

ECI has represented the Broward County Property Appraiser for over five years.

**Broward County Sheriff's Office**

Sheriff Al Lamberti

2601 West Broward Boulevard

Ft. Lauderdale, FL 33312

954-321-4605

[allambertil@aol.com](mailto:allambertil@aol.com)

The Broward County Sheriff's Office administers the largest fully accredited sheriff's office in the United States with 5,800 employees and an annual operating budget of \$650 million. The Sheriff is responsible for protection of many municipalities in Broward County, including Cooper City, Dania Beach, Deerfield Beach, Lauderdale-by-the-Sea, Lauderdale Lakes, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pompano Beach, Southwest Ranches, Tamarac and Weston. BSO is also responsible for security at Port Everglades, Hollywood-Fort Lauderdale International Airport and unincorporated parts of the County.

ECI has represented the Broward Sheriff's Office for over three years.

**Broward Health**

(formerly North Broward Hospital District)

Charlotte Mather

303 SW 17th Avenue

Ft. Lauderdale, FL 33316

954-355-4174

[charlotte.mather@nbhd.org](mailto:charlotte.mather@nbhd.org)

Broward Health is a provider of an integrated system of healthcare services. The system focuses on optimizing the health status of the entire community through a complete continuum of services, including wellness initiatives.

ECI has represented Broward Health for over seven years.

**Cash Bond Online**

Pat McDonough

1750 Archmont Circle

Dacula, GA 30019

888-726-6301

[pmcdonough@cashbondonline.com](mailto:pmcdonough@cashbondonline.com)

Cash Bond Online offers an easy to use, secure cash bond payment solution which eliminates the need to physically hand-deliver cash or a certified check to a Sheriff's office. Cash Bond Online allows a person to post or pay a cash bond with a credit or debit card.

ECI began representing Cash Bond Online in 2011.

**Center Stage Attractions**

Joe Gehl

1815 Cordova Road, Suite 211

Ft. Lauderdale, FL 33315

954-522-4146

[jgehl912@aol.com](mailto:jgehl912@aol.com)

Center Stage Attractions is an online ticket house offering sales of commercial events.

ECI has represented the Gehl Group for over 20 years.

**City of Coconut Creek**

David Rivera  
4800 West Copans Road  
Coconut Creek, FL 33063  
954-973-6720  
[drivera@coconutcreek.net](mailto:drivera@coconutcreek.net)

Known as "The Butterfly Capital of the World," Coconut Creek is located in Broward County, Florida and is a picturesque city of 50,000 with an abundance of trees, waterways, attractive landscaped roads, beautiful parks, and butterfly gardens throughout its neighborhoods. Widely recognized as a well-planned community with a unique environmental consciousness, Coconut Creek is the first in the State of Florida and eleventh in the country to be certified as a Community Wildlife Habitat. In addition, the Florida Chapter of the American Planning Association (FAPA) has recognized the City's "Main Street Design Standards" project with an Award of Excellence in planning.

Coconut Creek operates under a Commission-City Manager form of government. There are five Commissioners on the City Commission. The Mayor and Vice Mayor are selected by the Commissioners from amongst themselves and they serve in that position for a period of one year. The City Commission also appoints the City Manager, who serves as the chief administrator of the City government.

ECI has represented City of Coconut Creek for almost six years.

**City of Coral Springs**

Erdal Donmez  
9551 West Sample Road  
Coral Springs, FL 33065  
954-344-1142  
[edonmez@coralsprings.org](mailto:edonmez@coralsprings.org)

Named by Money Magazine as Florida's top city, and 44th on the list 100 Best Places to Live, Coral Springs is located in Broward County, Florida, approximately 20 miles northwest of Fort Lauderdale and 10 miles southwest of Boca Raton. The City of Coral Springs is governed by a five-member City Commission, which sets the policy for the City and a City Manager, appointed by the Commission to oversee the daily operation of the City.

ECI has represented City of Coral Springs for over eight years.

**City of North Lauderdale**

Ambreen Bhatti  
701 SW 71st Avenue  
North Lauderdale, FL 33068

954-724-7041

[abhatty@nlauderdale.org](mailto:abhatty@nlauderdale.org)

"The City of Tomorrow" was the first city to be designed by famed architect Morris Lapidus. With a population of 41,000, North Lauderdale was incorporated in 1963 and encompasses an area of five square miles located just south of Coral Springs. The City is a full service community offering County Police Service & Fire/Rescue Protection, Public Works, Water & Sewer Utilities, Community Development, Code Enforcement and outstanding Parks & Recreation services. The City is governed by a city-wide elected Mayor, four Commissioners and City Manager.

ECI resumed representing the City of North Lauderdale again in 2009.

**City of Pembroke Pines**

Mayor Frank Ortis

Charlie Dodge

10100 Pines Boulevard

Pembroke Pines, FL 33026

954-431-4884

[cdodge@ppines.com](mailto:cdodge@ppines.com)

According to 2006 U.S. Census Bureau estimates, the city has a population of 150,064, making it the second most populous city in Broward County, the eleventh most populous in Florida, and the 157th most populous in the United States. Pembroke Pines won the National Civic League's coveted "All-America City Award" in 2004 and was a finalist community in 2003. Pembroke Pines also received an "outstanding achievement award" in the "2005 City Livability Awards" Program, sponsored by the U.S. Conference of Mayors. Many of Pembroke Pines schools have received the "Five Star School Award" from the Florida Department of Education as schools that have shown evidence of exemplary community involvement. Pembroke Pines operates the largest municipal charter school system in the United States educating 5200 hundred students from K through 12 grades.

ECI has represented the City of Pembroke Pines for at least six years.

**City of Plantation**

Mayor Diane Veltri Bendekovic

400 NW 73rd Avenue

Plantation, FL 33317

954-797-2227

[mavor@plantation.org](mailto:mavor@plantation.org)

Plantation is a premier City located in central Broward County. It is the sixth largest City in Broward County, and is home to a number of large national and international firms. It is run by a strong Mayor and five-member City Council with a focus on business district redevelopment, neighborhood improvement and streamlined government operations and procedures. Plantation's natural environment is unsurpassed by other South Florida cities. It has been recognized for the past 28 consecutive years, as "Tree City USA" and is one

of only a handful of cities in the nation to be designated a "Sterling Tree City USA," and a National Wildlife Federation "Community Wildlife Habitat." Situated among thousands of trees are safe, friendly neighborhoods, world-class recreation facilities and a stable business community supported by three distinct business districts.

ECI has represented City of Plantation for over seven years.

**Diplomat Properties Limited Partners, LLC**

Francis X. Lilly  
3555 South Ocean Drive  
Hollywood, FL 33019  
202-898-2270  
[flilly@independentfiduciary.com](mailto:flilly@independentfiduciary.com)

ECI began representation of this world class resort and spa in 2011. The Westin Diplomat is looking to expand future opportunities for enhanced tourism for South Florida.

**Federation of Public Employees AFL-CIO**

Dan Reynolds  
1700 NW 66<sup>th</sup> Avenue  
Suite 100  
Ft. Lauderdale, FL 33313  
954-797-7575 x 221  
[taflaco@aol.com](mailto:taflaco@aol.com)

ECI has represented the FOPE since 2009.

**Florida Power and Light Company**

Paul Hamilton  
215 South Monroe Street, Ste 810  
Tallahassee, FL 32301  
850-521-3915  
[paul\\_hamilton@fpl.com](mailto:paul_hamilton@fpl.com)

Florida Power & Light Company is one of the largest and highest-performing electric utilities in the nation and provides electricity to customers in the east and lower west coast of Florida. FP&L serves approximately 8 million people, or about half of the state's population.

ECI has represented FP&L for over 13 years.

**Florida Sunshine Entertainment Association**

Angelina Spencer  
4340 Beechwood Lake Drive  
Naples, FL 34112  
216-965-7527  
[angelina001@comcast.net](mailto:angelina001@comcast.net)

Florida Sunshine Entertainment is an association of club owners and book publishers.

ECI has represented the Association since 2007.

**Fort Lauderdale Swap Shop**

Preston Henn

3501 West Sunrise Boulevard

Ft. Lauderdale, FL 33311

954-931-8148

[swshop@aol.com](mailto:swshop@aol.com)

The Fort Lauderdale Swap Shop has been operating since 1963, and is the largest drive-in movie theater and daily flea market in the world.

ECI has represented the Swap Shop for over 20 years.

**Herzog Contracting**

Norm Jester

Post Office Box 1089

St. Joseph, MO 64502

954-970-3970

[njester@herzogcompanies.com](mailto:njester@herzogcompanies.com)

The Herzog Companies specialize in railroad and rail transit construction and operation, rail flaw detection, highway and airport construction, aggregate material production, contract operation of sanitary landfills and resource recovery projects.

ECI has represented Herzog for over 14 years.

**JM Family Enterprises**

Sonya Deen

100 NW 12th Avenue

Deerfield Beach, FL 33443

954-429-2404

[sonva.deen@jmfamily.com](mailto:sonva.deen@jmfamily.com)

JM Family is a diversified automotive corporation whose principal businesses focus on vehicle distribution and processing, financial services, finance and insurance products, retail sales and dealer technology products and services.

ECI has represented JM for over 16 years.

**Kendall Properties & Investments**

Austin Forman

Bill Murphy

4300 North University Drive, Suite D-103

Lauderhill, FL33351

954-522-1969  
[af01@bellsouth.net](mailto:af01@bellsouth.net)

Kendall Properties is a commercial and residential real estate development company.

ECI has represented Kendall Properties for over seven years.

**Palm Beach County**

Todd Bonlarron  
301 North Olive Avenue  
West Palm Beach, FL 33401  
561-310-7832  
[tbonlarr@co.palm-beach.fl.us](mailto:tbonlarr@co.palm-beach.fl.us)

Palm Beach County has been a charter county since 1985. The Board of County Commissioners consists of seven members and is responsible for law enforcement and fire rescue services; constructing and maintaining county-owned buildings, roads and bridges, and utility systems; providing programs for housing, community redevelopment, land conservation, flood and beach erosion control, and air-pollution control; adopting and enforcing building and housing codes and regulations; preparing and enforcing the Palm Beach County Comprehensive Plan for the development of unincorporated areas of the county; and constructing and operating cultural, recreational and library facilities and programs.

ECI has represented Palm Beach County for over eight years.

**Southeastern Health Management Associates, Inc.**

Wilfred Braceras  
760 Ponce de Leon Blvd.  
Coral Gables, FL33134  
305-863-8860  
[wilfred.braceras@sehma.net](mailto:wilfred.braceras@sehma.net)

Southeastern Health Management Associates is a premier provider of home health care services, durable medical equipment and mail order pharmaceuticals.

ECI began representation of Southeastern Health in 2010.

**South Florida Regional Transportation Authority**

Joe Giuliatti  
800 NW 33rd Street, Suite 100  
Pompano Beach, FL33064  
954-788-7918  
[giuliattij@sfrta.gov](mailto:giuliattij@sfrta.gov)

Legislation was enacted in 2003 that transformed the existing Tri-County Commuter Rail Authority (Tri-Rail) into the South Florida Regional Transportation Authority (SFRTA.) The new Authority was created with a vision to provide greater mobility in South Florida,

thereby improving the economic viability and quality of life of the community, region and state. The Authority's mission is to coordinate, develop and implement a viable regional transportation system in South Florida that meets the desires and needs for the movement of people, goods and services in the tri-county area.

ECI has represented SFRTA for over 17 years.

**Tindall Hammock Irrigation and Soil Conservation District**

Austin Forman  
888 SE 3rd Avenue, Suite 501  
Ft. Lauderdale, FL 33316  
954-522-1969  
[af01@bellsouth.net](mailto:af01@bellsouth.net)

Tindall Hammock is a special water control district within the boundaries of the Town of Davie.

ECI has represented Tindall Hammock for over seven years.

**Town of Davie**

Richard J. Lemack  
6591 Orange Drive  
Davie, FL 33314  
954-797-1023  
[richard\\_lemack@davie-fl.gov](mailto:richard_lemack@davie-fl.gov)

The Town of Davie is home to over 90,000 residents who live across a lush 35 square miles within central Broward. The Town's rural atmosphere, western theme district and sprawling educational complex foster an environment that separates Davie from all other municipalities in Broward County or South Florida.

ECI resumed representing the Town of Davie in 2010.

**United Healthcare of Florida**

Tom Moore  
3100 SW 14th Avenue  
Miramar, FL 33027  
813-890-4531  
[thomas.w.moore@uhc.com](mailto:thomas.w.moore@uhc.com)

UnitedHealthcare is an operating division of UnitedHealth Group, the largest single health carrier in the United States. UHC's family of companies delivers innovative products and services to approximately 70 million Americans. UnitedHealthcare's nationwide network includes 626,000 physicians and health care professionals, 80,000 dentists and 5,035 hospitals. UHC's pharmaceutical management programs provide more affordable access to drugs for 13 million people.

ECI began representation of UHC in 2010.

**United Pawnbrokers Group**

Thomas E. Sams  
4527 Arnold Avenue  
Naples, FL 34104  
239-825-0714  
[tomsams@capitalpawn.com](mailto:tomsams@capitalpawn.com)

The United Pawnbrokers Group of Florida is dedicated to promoting and protecting the business interests and welfare of pawnbrokers in their relationships with the public and with public authorities.

ECI has worked with the United Pawnbrokers Group or members of the pawnbroker community since 2003.

**Waste Pro of Florida, Inc**

Russell Mackie  
2101 W SR 84  
Longwood, FL 32779  
305-651-7011  
[rmackie@wasteprousa.com](mailto:rmackie@wasteprousa.com)

Waste Pro is a leading provider of solid waste collection, transfer, recycling and disposal services. Operating in four states, Waste Pro provides top quality services to commercial, industrial, municipal and residential customers.

ECI began representing Waste Pro in 2011

**HB 351 and SB 570**  
**Confidential Records for Performing Arts Center**

This bill would allow publicly owned and operated performing arts centers to exempt anonymous and identifying information from public records.

Some private donors like accolades and like to show off their generosity. However, there are other donors who would prefer to remain anonymous and not have their donations made public. This is a matter of preference. In this economy, we should encourage those who want to give, but won't because their donations will be public record.

This would also allow publicly owned and operated performing arts centers the same right to a public records exemption as other similarly situated governmental entities.

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1  
2 An act relating to public records; defining the term  
3 "publicly owned performing arts center"; creating an  
4 exemption from public records requirements for  
5 information that identifies a donor or prospective  
6 donor of a donation made for the benefit of a publicly  
7 owned performing arts center if the donor desires to  
8 remain anonymous; providing for future legislative  
9 review and repeal of the exemption under the Open  
10 Government Sunset Review Act; providing a statement of  
11 public necessity; providing an effective date.  
12

13 Be It Enacted by the Legislature of the State of Florida:  
14

15 Section 1. Confidentiality of certain donor information  
16 related to a publicly owned performing arts center.—

17 (1) As used in this section, the term "publicly owned  
18 performing arts center" means a facility consisting of at least  
19 200 seats, owned and operated by a county, municipality, or  
20 special district, which is used and occupied to promote  
21 development of any or all of the performing, visual, or fine  
22 arts or any or all matters relating thereto and to encourage and  
23 cultivate public and professional knowledge and appreciation of  
24 the arts.

25 (2) If a donor or prospective donor of a donation made for  
26 the benefit of a publicly owned performing arts center desires  
27 to remain anonymous, information that would identify the name,  
28 address, or telephone number of that donor or prospective donor  
29 is confidential and exempt from s. 119.07(1), Florida Statutes,

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30 and s. 24(a), Article I of the State Constitution.

31 (3) This section is subject to the Open Government Sunset  
32 Review Act in accordance with s. 119.15, Florida Statutes, and  
33 shall stand repealed on October 2, 2017, unless reviewed and  
34 saved from repeal through reenactment by the Legislature.

35 Section 2. The Legislature finds that it is a public  
36 necessity that information that would identify the name,  
37 address, or telephone number of a donor or prospective donor of  
38 a donation made for the benefit of a publicly owned performing  
39 arts center be made confidential and exempt from public records  
40 requirements if such donor or prospective donor desires to  
41 remain anonymous. In order to encourage private support for  
42 publicly owned performing arts centers, it is a public necessity  
43 to promote the giving of gifts to, and the raising of private  
44 funds for, the acquisition, renovation, rehabilitation, and  
45 operation of publicly owned performing arts centers. An  
46 essential element of an effective plan for promoting the giving  
47 of private gifts and the raising of private funds is the need to  
48 protect the identity of prospective and actual donors who desire  
49 to remain anonymous. If the identity of prospective and actual  
50 donors who desire to remain anonymous is subject to disclosure,  
51 there is a chilling effect on donations because donors are  
52 concerned about disclosure of personal information leading to  
53 theft and, in particular, identity theft, including personal  
54 safety and security. Therefore, the Legislature finds that it is  
55 a public necessity to make confidential and exempt from public  
56 records requirements information that would identify a donor or  
57 prospective donor of a donation made for the benefit of a  
58 publicly owned performing arts center if such donor or

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59 prospective donor wishes to remain anonymous.

60 Section 3. This act shall take effect October 1, 2012.

## **E. Reports/Correspondence**

**DISCUSS HOW YOU WILL REPORT PERTINENT INFORMATION BACK TO CITY STAFF. ALSO PROVIDE SAMPLES (IF ANY) OF ANY REPORTS AND OTHER FORMS OF CORRESPONDENCES (LETTERS, NOTIFICATIONS, ETC.) YOU WILL USE FOR SUCH PURPOSES.**

ECI believes that communication is the most valuable component of a client/lobbyist relationship and is the key to their mutual success. Insight and ongoing communication between the lobbyist and the client provides a better understanding of exactly what the client wants, allowing us to be successful in achieving the desired result. ECI will provide written reports and updates on a regular basis, during both the legislative session and the interim, on those issues and concerns identified by the City. During Session, the City will receive official weekly reports, as well as phone calls and emails during the week as needed. In these weekly reports the City will receive updates on the City's priorities, other legislation that City should be aware of, the overall political climate, anticipated action for the upcoming week and a suggested action plan if needed. In addition, ECI will continuously apprise the City of developing initiatives of which we believe the City should be aware, and will submit a status report on priority issues one week prior to the end of Session. At the close of Session, ECI will submit a priority report and soon after a thorough end-of-session report on specific legislation and new requirements effecting the City. Also note that should there be a specific issue that needs detailed research, we have done and will do that for our clients. We will provide that privileged information to decide on the best strategic approach with options. For example; what cities, businesses, and other legislatures are doing in other states on a particular issue. After session we would like to come to the City to talk about what transpired. Prior to the start of Interim Committee Meetings, we would like to conduct a workshop with the Mayor and Commission, City Manager and staff to discuss what has happened in the interim and what we should expect to see in the upcoming session. This will lead us into developing the Legislative Agenda for the year to come. Our team takes pride in the fact that we are in constant communication with our clients, whether it be at community events, through reports and correspondence or by phone.

Please see Appendix 4 – Ericks Consultants, Inc. Weekly Update for April 11-15, 2011, as an example of our weekly legislative updates

Appendix 5 – Stakeholder Management Plan as an example of an effectively implemented action plan.

Appendix 4

## **ERICKS CONSULTANTS, INC.**

**Weekly Update  
April 11-15, 2011**

Greetings from Tallahassee! We are past the halfway point for the 2011 Legislative Session. Subcommittees are no longer meeting and many committees are finishing their hearings. Next week the Senate has decided to take the week off from the state's business for the holidays, whereas the House has scheduled committee meetings and Session. Upon return from the holidays they plan to begin budget conference. I encourage you to look over the following report, as well as our past reports to you this Session, and let us know your concerns and allow us to provide any additional information during this next upcoming week and moving into the last weeks of Session. Also note that Speaker Cannon has sent a letter to his members advising them not to make any plans for the time period immediately following the scheduled end of Session. Stay tuned as we may learn that we may be here for a bit after May 6th should the Session be extended.

We here at ECI want to thank you as always for allowing us to be your eyes, ears and voice here in Tallahassee. We wish you a happy, healthy, safe and wonderful holiday with friends and family!

### **MAJOR INITIATIVES**

#### Budget

House and Senate Leadership are essentially at a stand still in regards to budget negotiations. While each chamber has passed their respective plans, they must agree on allocations in order for conference committees to begin negotiations. Each area in the budget, Health Care, Criminal and Civil Justice, General Government, etc, are given a pot of money to chop up and spend. Without these "pots" the reconciliation of the budgets cannot occur.

The conference committees are expected to take place after the Easter Break.

#### Gift Ban

SB 1322 was passed by Senate Ethics and Election Committee that would allow legislators to receive a gift worth up to \$25 without having to report such gift. Any gift more than \$25 and up to \$100 would have to be reported and anything over \$100 would need written approval by the Speaker of the House or the Senate President. The bill passed out of the Rules Subcommittee on Ethics and Elections by a vote of 7-4.

#### Employment

The State's unemployment rate dropped from 11.5% in February to 11.1% in March.

### Pain Management Clinics

This week saw a shift in the approach that the House intends to take to battle the problem of pill mills. Previously, the House was opposed to the prescription database. The House has now taken the position that the database should stand and that prescriptions should be reported to the database within 15 days of prescribing.

The House would prohibit direct dispensing of pain medication by doctors in their offices. Pharmacies would be the likely destination to fill such orders. However, a fight is breaking out between large scale pharmacies, such as Walgreens and CVS, and mom-and-pop stores that would be required to obtain a permit before dispensing such drugs. HB 7095 unanimously passed the Full House Appropriations Committee.

The Governor was in Washington DC on this issue this week and asked the Feds to regulate the clinics more tightly. He previously opposed the database, but seems to be more ambivalent about its use now.

The Senate version (SB 818) passed through the Budget committee and is likely to undergo changes but is very much in line with the new approach taken by the House.

### Open Carry Law

A measure backed by the NRA and gun advocates passed its last Senate committee, Budget. SB 234 would allow for open carry of a firearm so long as the person has a concealed weapons permit. The bill does prohibit open carry in certain places where a person knowingly or willfully exposes such a gun.

The measure passed much to the opposition of law enforcement agencies. HB 517 is moving through the House and is in its final committee.

### Elections Rewrite

HB 1355, by Baxley is a highly contentious bill that would place limits on third party groups from registering voters and cause people whose driver's license doesn't match the address on file to cast provisional ballots. The bill also makes it much more difficult for third parties to register other voters.

The measure was passed out of the State Affairs Committee by a vote of 12-6.

### Courts

The full House passed a bill, HB 7111, that would radically change the makeup of the Supreme Court and place the ballot initiative on the primary ballot. The bill would create two separate Supreme Courts where one would review civil cases and the other would review criminal cases. The measure would also require Senate confirmation of any Governor appointed Justice. The bill was debated at length with Democrats firmly opposed and Republicans with overwhelming support.

Representative Waldman and others claimed that the true purpose of this bill was politically motivated and an attempt to pack the Supreme Court. Representative Eisnaugle denied any claims that the bill

was an attempt at court packing or redistricting. The main concern of the proponents of this bill was that there were many people on death row that have been there for 20-30 years. The bill passed the House 79-38.

In the Senate, a watered down version (SB 1664) of the Supreme Court rewrite only would require Senate confirmation of appointed Supreme Court Justices. While there was an amendment to line the bill up with the House, it was withdrawn without any consideration.

HB 7199 by Representative Eisnaugle is the implementing bill to HB 7111 and provides funding for 3 new justices and 3 support positions. Representative Saunders opposed this bill by quoting Governor Scott who said "I'm going to appoint judges who think like me." He was also concerned with the fact that the passage of the bill will cost the state of Florida around \$20 million. HB 7199 was passed by a count of 78-37.

HB 7113 by Representative Metz repeals various provisions that relate to: the restricting practice of law by retired justice, the requirement to appoint Clerk of Supreme Court, the requirement that clerk have office in Supreme Clerk Building, the requirement that clerk perform duties as directed by court, and the provision which states that court rules supersede statutes. HB 7113 was passed by a count of 79-35.

## **TRANSPORTATION AND ECONOMIC DEVELOPMENT**

### Destination Resorts

The measure that would allow a massive expansion of gaming in the form of world class destination resort casinos was dealt a major blow in Senate Finance and Tax this week. SB 2050 died on a 3-3 vote, but the vote finished after the clock ran out, so the bill is still technically alive. However, it is unlikely the bill will be brought back up because the votes don't seem to favor passage of the measure.

The bill would assign 5 regions across the state that would be allowed to build hotel style destination casinos. Broward and Miami-Dade Counties are in the same region.

### Transportation Package

This bill, SB 1180, revises statutes addressing functions and responsibilities of Florida Department of Transportation (FDOT) and various transportation issues

- Gives Florida Statewide Passenger Rail Commission the exclusive right to monitor all publicly funded passenger rail systems in the state
- Allows certain transportation authorities to hold public meetings using communications media technology
- Provides reduced penalty for operators of commercial motor vehicles who fail to possess a current medical examiner's certificate as required by federal law
- Revises definitions and FDOT responsibilities for road jurisdiction and transfer of public roads between government entities
- Delays date of a new levy or rate change of a local option fuel tax from July 1 to October 1

- Authorizes use of additional forms of financial securities required prior to installation of military monuments or memorials in rest areas
- Repeals Florida Intrastate Highway System as a separate state-wide system and relocates designation and function of limited access facilities to provide for Strategic Intermodal System Highway Corridors
- Repeals Statewide Intermodal Transportation Advisory Council (SITAC)
- Replaces federally required planning factors with reference to the United States Code
- Repeals duplicative reporting requirements
- Establishes Strategic Intermodal System Highway corridors
- Repeals statute which addresses panhandling on public streets but has been struck down as unconstitutional
- Prohibits aggressive panhandling and establishes local governmental authority to issue permits for roadside solicitations
- Requires traffic signals to have minimum yellow interval time
- Exempts operators of farm labor vehicles from hours of service requirements during declared agricultural emergencies
- Places a maximum cap on funds used by FDOT in landscaping projects
- Allows FDOT to use regional systems and removing the department's responsibility for abating pollution entering their system from neighboring properties
- Requires street furniture and bus benches to comply with American with Disabilities Act
- Allows flexibility in permitting of stormwater treatment facilities for transportation facilities
- Requires FDOT and other authorities to submit environmental impact inventories a voluntary act and allows release of environmental mitigation funds when associated transportation project is excluded from mitigation plan.

The bill was amended to ensure that local governments cannot lower the yellow light timing standards where red light cameras are present at intersections.

ECI was successful in getting Senator Bogdanoff to file an amendment to the bill that would have exempted municipal and county-owned vehicles from paying tolls on I-95. Unfortunately, it was later determined that the amendment would have been in conflict with existing bonding requirements and it had to be withdrawn.

The bill also makes panhandling a pedestrian violation for those people that do not apply for a local permit. The permit would cost nothing if the person applies for a hardship waiver. The idea behind this is to dent the ability of organized panhandling. There were many people to speak against this provision who support the ability of the homeless to beg for money on the side of the road.

The bill unanimously passed the Budget Subcommittee on Transportation, Tourism and Economic Development Appropriations.

## Seaports

SB 524, by Senator Latvala makes significant changes to seaport security:

- Deletes statewide minimum security standards
- Removes authority for FDLE to exempt all or part of a seaport from any requirements if FDLE determines seaport is safe from criminal activity
- Deletes requirement for FDLE to administer Access Eligibility Reporting System
- Prohibits a seaport from charging a fee for use of access control credential that requires fingerprint based background check in addition to fee for Transportation Worker Identification Credential (TWIC)
- Allows seaport to issue seaport specific access credential and to charge a fee that is no greater than the actual administrative costs for production of credential
- Deletes requirement for TWIC holder to execute an affidavit when seeking authorization for unescorted access to secure and restricted areas of a seaport
- Deletes requirement for seaport employee applicants, current employees, and other authorized persons to submit to a fingerprint based state criminal history check
- Includes Port Citrus in various sections of Florida Statute establishing, controlling, or affecting state's designated deepwater ports

This bill essentially deletes the double permitting issue that requires port workers to pass double background checks in the form of a federal check and a state check.

The bill passed the Budget Subcommittee on Criminal and Civil Justice Appropriations by a 7-0 vote.

## Limited Liability Companies

HB 253 by Representative Stargel and McBurney provides that the charging order against member's limited liability interest is the sole and exclusive remedy available to enforce a judgment creditor's unsatisfied judgment against a member or member's assignee with respect to the limited liability company. An amendment by Representative Stargel clarified that foreclosure is not available to multiple member limited liability companies. Representative McBurney said that this bill was a result of a State Supreme Court decision which left uncertainty in the law. HB 253 was passed by a count of 112-1.

# **LOCAL GOVERNMENT**

## Growth Management

SB 1904, by Senator Altman would amend current law to make changes to the optional sector planning process. This would allow more long term, large scale planning. The bill changes population estimates for need. It would enlarge the amount of acreage from 5,000 to 15,000 acres. The bill basically removes these plans from the DRI requirement. The Audubon Society of Florida supports this, but some other conservationist groups do not.

The bill unanimously passed the Environmental Preservation and Conservation Committee.

SB 1512, by Bennett is a growth management bill that deals mainly with transportation concurrency requirements.

This bill passed 6-0 in the Transportation Committee.

SB 1122, by Bennett is a sweeping change to growth management laws in the state. The bill moves most growth management issues to local governments and keep more sector planning in the control of the state. The bill makes concurrency optional for local governments, deletes the requirement that comp plans be financially feasible, deletes the twice a year limitation on comp plan amendments and makes other changes such as removing optional elements and allowing mass transit projects to extend outside a transportation deficiency area.

The bill unanimously passed the Environmental Preservation and Conservation Committee.

#### Pre-Trial

A measure that would shut off access to pre-trial diversion programs has had new life breathed into it in the Senate as an innocuous Judiciary bill was amended to include this highly contentious language. SB 1398 was amended to include language that is similar to SB 372 that has had very serious problems moving out of the Criminal Justice Committee. The bill was then pulled from the Budget Committee and is widely expected to go to a floor vote after the Easter Break.

In the House, HB 1379 passed its initial committee, but has not moved through other committees of reference. Representative Dorworth has placed an amendment onto HB 7023 and the bill was temporarily postponed on the floor.

#### Work Release

SB 1390 by Senator Dockery would expand the scope of current community work release program administered by Department of Corrections to create a supervised reentry program. This would allow the department to place an inmate in paid employment, or in suitable programs approved by the department, while he or she lives in a department approved residence within the community.

The bill unanimously passed the Budget Subcommittee on Criminal and Civil Justice Appropriations.

#### Pension

While budget talks are slowing down the amount contributions for FRS employees, the House and Senate are looking at changing the way local governments administer their pension programs. Senator Ring's bill, 1128, increases the transparency of local pension plan data, and specifies other actions to address the sustainability of local pension plans. The bill does the following:

- Requires local plans' actuarial reports to include the present value of all benefits using a standard rate of return, to promote comparisons between plans
- Requires DMS to post on their website a five-year history of each plan's funded ratio, and requires local plans to link to this DMS website

- Accrued sick or annual leave may **not** be included in calculations of retirement benefits for local plans; overtime may be included, but is capped at 300 hours.
- Actuarial or cash surpluses in a local plan may not be used outside the plan.
- Local plans may not reduce contributions required to fund normal cost.
- Local plans are eligible to enter the Florida Retirement System only if the plan has no unfunded actuarial liabilities.
- Only once, if a local defined benefit plan has a funded ratio of less than 80%, then:
  - 50% of annual premium tax revenues in excess of the base amount, AND
  - 50% of accumulated revenues held in reserve
  - will be used to pay the liabilities until the plan is 80% funded
- For supplemental plans, if the defined benefit plan is less than 70% funded, then all premium tax revenues in excess of the base amount will pay the liability until the defined benefit plan is 80% funded
- A Task Force on Public Employee Disability Presumptions is created to study and make recommendations on disabilities incurred in the line of duty.
- The Department of Financial Services is required to make recommendations regarding how local pension plan financial data should be reported.
- The Department of Financial Services is required to create and provide standardized ratings for the financial strength of all local government defined benefit plans in Florida, to be provided on the department's website.

The measure was amended to permit interchangeability of the local pension boards.

Another amendment requires police and firefighter plans to create defined contribution supplemental plans, and specifies that premium tax revenues will be distributed as follows:

**For Defined Benefit plans:**

<b>At least 80% funded?</b>	<b>Meet Chapter minimums?</b>	<b>Premium tax revenue goes:</b>
Yes	Yes	100% to DC supplemental plan
Yes	No	100% to meeting chapter minimum
No	Yes	50% to unfunded actuarial liability; 50% to DC supplemental plan
No	No	50% to unfunded actuarial liability; 50% to meeting chapter minimum

**For Supplemental plans in conjunction with DB plans:**

At least 70% funded?	Meet Chapter minimums?	Premium tax revenue goes:
Yes	Yes	100% to DC supplemental plan
Yes	No	100% to meeting chapter minimum
No	Yes	100% to unfunded actuarial liability
No	No	50% to unfunded actuarial liability; 50% to meeting chapter minimum

The bill passed the Budget Committee 18-2.

#### Online Travel Companies

HB 493 would exempt online travel companies from paying a tax on the retail price that the customer pays to such companies and only require such companies to remit taxes on the wholesale rate it pays the hotels. This bill is opposed by Counties because the Tourist Development Tax is negatively affected by the OTCs refusing to submit such taxes on the full price of the rooms. The bill was amended to require the OTCs to state the amount that is charged as taxes on the room.

The bill passed the House Economic Affairs Committee by a vote of 12-6.

#### Onsite Sewage Inspection

HB 13 would completely repeal the requirement of 2010 legislation for mandatory septic inspections. In the Senate, SB 1698 allows local governmental control for inspection so long as state law is followed.

The House bill passed the full House while the Senate companion is now in the Senate Budget Committee. The bills will need to be reconciled by the sponsors in order for this bill to become law.

#### Wastewater Ocean Outfalls

Two bills moving through the process, HB 613 and SB 796, would change the dates that discharge would be allowed to occur. The House version was amended to keep the 2025 deadline. The bills keep the upgrade requirement of treatment plants from 2018 to 2023. Representative Rehwinkel-Vasilinda opposed the bill saying "if work needs to be done, do it now." Representative Trudy Williams also opposed claiming that the bill injects unsafe water into our drinking water supply. Representatives Gibbons and Fresen spoke in support of the legislation and the bill passed the House by a count of 93-16.

The House bill passed the full House and the Senate bill moved through Community Affairs. The Senate bill has one stop left in the form of the Budget Committee.

### Fertilizer

HB 457 revises the legislative findings relating to the implementation of Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes and revises the authority of county and municipal governments to adopt fertilizer standards that are in addition to or more stringent than standards of the model ordinance. Representative Pafford supported the bill claiming it is good for Florida and business. Representative Nelson also supported and asked that other counties adopt this Model Ordinance. Other supporters included Representatives Sands, Rehwinkel-Vasilinda, Julian, and Bemby.

HB 457 passed by a count of 113-0.

### Homestead Assessments

HB 381 is a proposed constitutional amendment that would allow the Legislature to prohibit the recapture rule on Homestead assessments, lower the cap that a non-homesteaded property assessment could rise from year to year and provide additional homestead exemption for new homebuyers.

HB 1163 is the implementing language for the above constitutional question.

Both bills moved out of the Appropriations Committee unanimously.

HB 531, by Frishe, is the implementing language of the ballot initiative from 2008, that would prohibit higher assessments for improving a property's wind resistance or installation of a renewable energy source device.

The bill passed the State Affairs Committee and is headed to the floor. It is unknown if a Senate companion will move.

### Property Rights

SB 998 redefines the terms "inordinate burden" and "inordinately burdened" in order to specify that a moratorium on development in effect for longer than a specified period constitutes an inordinate burden. It also revises the time within which a property owner can present a claim to the head of a government entity in order to receive compensation and revises the time within which a governmental entity must make a written settlement offer to a claimant. The bill was reported favorably from the Budget Committee and is now on the Senate Calendar. The House companion measure, HB 701 by Representative Eisnaugle, passed out of the House on Friday, 97-15.

### Medical Expenses of Inmates and Detainees

Senate Bill 490 limits county or municipal medical costs of an in-custody pretrial detainee or sentenced inmate to 110 percent of the Medicare allowable rate if no formal written agreement exists between the county or municipality and the third party medical care provider.

The bill specifies responsibility of the governmental body for payment of any in-custody medical costs ceases upon release of the in-custody pretrial detainee or sentenced inmate.

ECI was successful in getting Senator Chris Smith to file an amendment to Senator Jones' arrestee medical bill [SB 490] for Broward County and also in getting Pinellas County Sheriff Coates to sign off on the language.

The bill defines term "in-custody pretrial detainees or sentenced inmates" and specifies that law enforcement or the county or municipal detention facility is responsible for restricting the personal freedom of in custody pretrial detainees or sentenced inmates receiving medical treatment or services from third party providers.

The measure passed the Budget Subcommittee on Criminal and Civil Justice Appropriations by a vote of 7-0.

#### Public Records Exemption

HB 441, by Burgin, would create an exception from public records any audio or video recording or a photograph of the killing of a person. This is to prevent people from gaining access to disturbing videos for personal or commercial use.

The bill passed Judiciary unanimously.

#### Public Employee Compensation

HB 43 by Representative Smith would make the following changes to public employee compensation: 1) Prohibit payment of severance pay with certain exceptions, 2) Restrict bonus schemes, 3) Delete provisions of law inconsistent with these restrictions, 4) Prohibit confidentiality agreements related to any agreement or contract involving extra compensation.

The bill was postponed by the State Affairs Committee.

#### Charter Schools

HB 7195 passed out of the House Appropriations Committee on Friday. We have attached the bill for you to review. One aspect that has changed since the last time we sent you the bills for review is that it currently states for a high performing charter school system the enrollment has increased from 25% to 15%. We are also attaching a copy of HB 7197 relating to digital learning which also passed out of committee on Friday. Please review both bills and let us know if you have any concerns.

There was an attempt in the Senate Budget Committee to amend Senator Thrasher's charter school bill, SB 1546, to exempt charter schools from local government ordinances. The amendment was withdrawn; however, we do believe there will be an attempt to put it on at another time. We will keep you informed.

## HEALTH AND HUMAN SERVICES

### Medicaid Reform

The House and Senate have agreed to proceed with major Medicaid rewrites based largely on shifting the patient population into managed care contracts. The idea is to have a predictable pattern of costs from year to year so lawmakers can balance the budget. However, the sides are far apart on other issues.

Senate leadership has asked the House for a conference on the issue, but the House has largely ignored those requests. One major difference is the medical loss ratio that states that a certain percent of Medicaid money must go into patient care. The House takes a sharing approach, where providers keep 5% profits, share 50-50 anything between 5-10% and give all profits over 10% to the state.

While the Senate has approved the sharing program previously, Senator Negron, the leader of health care appropriations, has stated that he will put it back in.

The fate of this initiative is not yet in doubt, but is unclear what the agreement will be.

## LABOR

### Immigration

Only one bill dealing with Immigration moved through the legislative process this week. The Senate immigration bill (2040) would basically require employers to use the federal E-Verify database to check the status of workers. The bill was temporarily postponed by the Senate Budget committee much to the anger of protesters who showed up to lobby against the bill. The bill is scheduled to be heard after the Easter Break.

The House Economic Affairs Committee passed a similar measure (HB 7089) that also includes a new ability of police officers to question criminal suspects if they are in the country illegally. The bill was highly contentious and opposed by most business and charitable groups. The measure heads to the House floor where it is widely expected to pass. The House and Senate will need to reconcile these bills for passage.

### Union Dues

This week the Senate passed SB 830 out of the Budget Committee which would essentially prohibit state agencies from administering union dues paycheck deductions. The bill is highly contentious and vehemently opposed by the Fire Fighters, Police and Teachers Unions, as well as the AFL-CIO and AFSCME. Over three hours of public testimony was heard. Only four speakers supported the bill including the Association Industries of Florida, the Tea Party, the National Federation of Independent Businesses, and the Florida Chamber of Commerce. On the other hand, over 80 people testified against the bill. Some of these include firefighters from Broward County, Hollywood, Tallahassee, and Bradenton, Fl. Many long-time union members spoke against the bill saying that it "takes away their voice" and that it takes away the convenience of a member to have dues deducted from their pay. Others said that the bill limited unions and was simply a "union buster." Various teachers opposed asking "where is the democracy in this?" Dan Reynolds from the Plantation FOP claimed that with the

passage of this bill, the Legislature places an impediment on people joining unions. He wondered why unions were being singled out and made it clear that unions are the only people who provide services to other people who don't pay dues. Senators Margolis, Rich, and Sobel all opposed the bill. Nevertheless, the bill was reported favorably from the Budget Committee by a count of 11-9.

The sponsor of the bill has filed an amendment that would clarify that the dues deduction only applies to political activity. That amendment will be heard on the floor.

A similar measure in the House has already passed the full floor. This bill is expected to move to the Senate floor after the Easter Break and will be a very tight vote.

Edited DRAFT 08/11/09

**DEDICATED FUND SOURCE  
FOR  
REGIONAL MASS TRANSIT  
PROGRAMS  
IN  
FLORIDA**

**STAKEHOLDER  
MANAGEMENT  
PLAN**

**FALL 2009**

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## OVERVIEW

This campaign is designed to build on past activities associated with the Florida Legislature especially during the 2009 general Session. Under the assumption that there will a call for a Special Agenda Session this Fall for the Seminole Compact and possible other considerations, the focus will be on the inclusion of a statewide dedicated funding source being established for the Regional Transportation Authority (RTA). If for some reason there is not an additional session in the Fall or the call is limited only to the compact issue, this work package will be viable for a successful outcome during the 2010 General Legislative Session in March-April 2010.

The main element of the plan that differs from previous Sessions is the true spotlight on finding partners for the creation of dedicated funding source that would be available to RTA's statewide. Additionally, with the continued support of the counties across the region, a dedicated revenue source like those proposed in the past would clearly provide adequate dollar amounts to help support other functions in building transportation infrastructure and economic development of related industries like tourism.

Through the guiding principles of a sound stakeholder management approach this undertaking will attempt to: improve communications among the stakeholders; build strong partnerships; control message delivery, timing and frequency; find pathways to overcome opposition; and deliver an outcome that provides valuable services for the residents of across the state of Florida. The program will allow us to execute a quality message in a tight and simple format. The checks and balances of the project will bring partners together in a fundamental effort without drawbacks of individual issues.

## **STAKEHOLDERS**

The following is a list of the primary stakeholders and a basic understanding of the reasons they should be considered interested parties in this effort. The list is not a comprehensive listing. However, it does capture the areas where most interest in the subject is likely to be found.

### **RTA's**

- New funding source for commuter rail services and other mass transit activities.
- Funding could be used for system planning, start-ups, operations of existing systems or the consolidation of community mass transit elements.
- Revenues could be used to match both state and Federal transportation resources dramatically increasing the dollars available for high cost regional projects serving a number of counties.
- Provides the long-term revenue projections which allow for communities to plan and later implement future mass transit services.

### **State of Florida**

- Relief for stressed existing transportation revenue sources.
- Relief for funding for significant infrastructure projects including the FDOT's primary goals for the Strategic Intermodal System, the Interstate Highway system and mass transit projects in the major metropolitan areas across the state.
- Additional funding targeted for the large urban communities of the state.
- Provides matching dollars for access to Federal transportation programs.
- Can provide funding for other transportation related projects that are important to the State's economy – like tourism or the movement of goods and services.

## **Counties**

- Supporting funding for mass transit infrastructure.
- Less reliance on state dollars for critical community services.
- The ability to plan and potentially develop long-term comprehensive transportation networks on a regional basis.
- Support for the operation of successful existing mass transit programs.
- Funding relief for local elements of the state SIS network in the urban communities.

## **Local Business Organizations**

- Funding for reliable community infrastructure development and operations.
- Support for urban area redevelopment at reduced cost (less roads, less parking, reduced employee transportation expenses, etc.) through use of mass transit network.
- Improved consumer access along mass transit network lines resulting in increased valuation of properties in the urban and suburban corridors.
- Use of a developed mass transit system provides ability to grow communities without additional transportation costs.

## **State & Regional Business Organizations**

- A balance of funding through dedicated regional contributions to the multiple-county transportation infrastructure systems.
- The most cost effective and direct method of providing significant support for funding localized urban transportation demands.
- The reduction/elimination of competition among regions for the dramatically reduced state transportation funds.
- The development of transportation hubs that simplify consumer access to other transportation products.

### **Cities & Municipal Associations**

- Funding for the integration of separate elements of a mass transit system within neighboring communities.
- Funding for the development of a backbone network or the expansion of an existing regionalized system that can provide for the easy and cost effective movement of employees, goods & services, visiting consumers and tourists among neighboring communities.
- Provides for the operation of mass transit networks within the major urban areas of the state. Also, helps tie those urban centers to the suburban communities.

### **Mass Transit Users & Support Groups**

- Dedicated funding source for the future and existing mass transit systems.
- Dedicated funding for the integration of the separate elements of mass transit systems through their region.
- Will provide the lowest cost transportation services in support of the efforts of workforce alliance and education programs in communities.

### **Federal Government**

- Demonstration of support for federally mandated transportation programs.
- Ability to support matching funds for major transportation undertakings throughout the state.
- Support for a system viewed on the national level as the "next interstate system."
- A major step toward meeting the local requirements associated with access to the development funding of the inter-regional high-speed rail projects.

### **Unions**

- Creation and/or retention of skilled membership jobs.
- Dedicated funds for providing low cost transportation alternative work force transportation needs.

## **MESSAGE**

### **Key Points:**

- Overall transportation funding is at a critical point across the state.
- Road construction in many areas has reach capacity (Examples: I-95 corridor in both South and North Florida urban centers; as well as, I-4 corridor through the Metropolitan Orlando area)
- Florida's urban communities have a noticeable lack of mass transit facilities relative to other urban centers around the country and world. This clearly has a negative impact on both domestic and international tourism and work force mobility.
- A funding source dedicated to mass transit is a common practice in urban areas. (Examples: rental cars, bridges tolls, transit tax districts, urban sales taxes, etc.)
- Florida's mass transit system needs a dedicated funding source to compete for Federal transit dollars against other communities across the country.
- Mass transit system is a Federal Transportation priority and a state & local necessity.
- Time is critical: the state's only existing computer rail system could soon fail for lack of a dedicated funding arrangement and new systems could be left on the drawing boards in the planning stages.
- The structure of a dedicated funding source is an open-ended subject.
- The discussion over the past two Legislative sessions has focused on a \$2 rental car as the most practical and most directly related to the mass transit issue.

## **TOOLS**

### **General Theme**

- Develop a general theme that can play around the state.
- Theme elements: short; concise; addresses the urgency of finding a dedicated funding source; captures the feeling of the issue; and simple to understand.
- Can be used in a wide variety of presentations.
- A variety of messages can be build around it.
- Third-party support groups can vary from general theme as long as their message is not in conflict or counter-productive.

### **Handout Materials**

- Main vehicle: simple four page piece in newsletter style format.
  - "Mc News" type publication
  - reproduce on a bi-weekly schedule with updated information
  - Distribution to as broad of base as possible
  - use web for as much distribution as available
- Issue pieces: single page; address a single issue; develop 8-10 specific issue pieces.

### **PowerPoint Presentation**

- Create presentation that can be used Governing Board members, grassroots supporters and staff to effectively and clearly convey the issue.

### **Research Support**

- Develop a background file of information from previous efforts. Materials should include all position papers and written communications from the agency in past campaigns.
- Collection of media coverage from at least the past three years. File should have some breakdown of topics positions and writers.
- Assemble economic analysis reports on both SFRTA and commuter rail in general on local, national and international systems into an easily accessible file.
- Budget information – current and previous five years.
- Ridership history of SFRTA.
- Provide as much of this information on a web basis as possible so it can accessed around the state.
- Encourage other RTA's to develop similar data resources.

## **Media Support**

- Issue topical support releases on a bi-weekly basis.
- Provide 24-hour response time to any press coverage – positive or negative.
- When the first handout tools are ready make statewide round of media visits in major markets with other active RTA's.
- Media visits should include all transportation reporters; major publication editorial boards; and any other key writers with an interest in the subject of mass transit.
- Establish a contact for another round of media visits for use when legislative activity is scheduled and/or pending. These contacts should include electronic media as the issue will be a current news item.
- Statewide media contact teams would be updated on a regularly scheduled basis. Only those with the latest information should be made available to the press.
- Keep the number of individuals in the press contact group limited.

## **Staff Contact Points**

- Establish staff individuals in all RTA's areas to serve as a clearinghouse for information requests
- In active regions multiple staff members should be set up to serve as contacts for specific topical areas – media support; third-party group contacts; technical information resource; and legislative contact efforts.
- Contact point staff will be responsible: for keeping records of reported information from team members; acquiring and/or developing response statements and materials; circulating position papers to appropriate individuals; tracking and handling negative; and the continued development of supportive documentation.
- Insure that all Primary Targeted Groups are being processed by assigned individuals and/or groups including third-party support groups.
- Support the development of an initial survey of supportive stakeholders to help determine the strongest linkage with Primary Targeted Groups or individuals.  
(Note: This will include state legislators; however, those individuals will ultimately be the key responsibility of our legislative team.)

## **Information Technology Support**

- Assign technically skilled staff to this project.
- Needs the ability create, research, update and distribute web-based information.

## **PRIMARY TARGETED GROUPS**

The focus with each of these groups or individuals will be a three-fold process. First, for those with a limited understanding of the issue will be an in-depth education process. Once a significant level of understanding has been established an effort should be made to gain support for the dedicated funding source being considered at the legislative level. The final piece of the focus will apply to cases where support cannot be obtained. Here, responsible team members will attempt to develop methods to overcome the objections or minimize the level of opposition.

### **Groups**

#### **Primary Group**

- State Senators
- State Representatives
- FDOT officials
- Governor
- Governor's Executive staff

#### **State Level**

- Associated Industries of Florida
- Florida Chamber of Commerce
- Transportation union representatives
- Visit Florida
- Florida Hotel Association
- Florida Road Builders Association
- Florida Council of 100
- Tax Watch
-

## **Local Level**

- Chambers of commerce
- Economic development agencies
- Transportation support groups
- Mass transit passenger groups
- Environmental groups
- Key business leader groups
- City Councils
- Three county commissions
- Regional planning councils
- DDA's along the Tri-Rail route
- School Districts using commuter rail to transport students
- New legislative candidates
- Parents and students using rail to commute to and from school
- Media outlets
- Employee Discount Program (EDP) companies and members

## IMPLEMENTATION TEAM & ASSIGNMENTS

### SFRTA Executive Staff –

Lead by the Executive Director the group should include: the Government Affairs Manager, Marketing Director, staff member in-charge of community outreach, a skilled researcher and someone with excellent IT development skills.

### Assignments –

- Providing the tools (handouts, newsletters, internet production, etc.) for all team members on a timely basis. (Target: first pieces by 8/15 & meet future information requests within 24hrs.)
- Will lead the efforts to obtain support resolutions/letters from community organizations, chambers of commerce and municipalities. (Target: obtain a minimum of 15 municipal, 20 business and 20 other expression of support)
- Produce a bi-weekly newsletter. (Target: meet goal for at least a three month period)
- Produce a bi-weekly press release and track the media response to the release. (Target: one press release a week for a period of three months and resulting in 10 significant articles over the three month period)
- Keep electronic record of legislative contacts on the funding subject. (Target: have an accurate record of activity on direct contacts and restrict the knowledge of this overall information those with a need-to-know – that would include legislative team leaders, RTA Executive Director and RTA Board members only!)
- Provide speakers for community engagements on an as-requested basis. (Target: one speaking event per week)
- Coordinate efforts in community outreach which will include user groups, transportation support groups, School Districts, etc. (Target: a strong showing of support from a wide variety of areas.)

### RTA Board –

Support the legislative team efforts through high level contacts that secure support for a statewide funding source for mass transit during a 2009 Special Legislative Session or the General Legislative Session of 2010. The focus of Board members should be based on areas where they currently have strong contacts. The legislative team leaders and the Executive Director will meet with each Board member within the next 15 days to determine specific

assignments. The following is list of general assignment areas that could be expect from the Board group.

Assignments –

- Leading area business groups (Target: support letters)
- Leading statewide business groups (Target: support letters)
- State legislators and the Governor's office (Target: support statements)
- County commissions (Target: support letters all counties within RTA's)
- Secondary role in efforts with other RTA's (Target: strong support from a minimum of two other RTA's)
- 

Legislative Team –

The direct legislative team will include the RTA's Executive Director and the Government Affairs Manager along with the contracted government affairs group members. Their core function will be to use the support documentation developed by others in this effort as a means of obtaining a positive vote by the individual state legislators for a dedicated statewide mass transit funding source. This group's work will be concentrated at the legislative member and Governor's office level. Additionally, this will be a coordinates effort with other RTA's around the state in securing legislative members from their areas support.

## F. Sub-Contractors

IF PROPOSER INTENDS TO SUB-CONTRACT ANY PART OF THE SERVICES CONTAINED IN THE RFP, PLEASE INDICATE THAT INTENT IN THIS SECTION, AND PROVIDE COMPLETE INFORMATION ON THE COMPANY, INCLUDING ADDRESS, PRINCIPALS TELEPHONE NUMBER, EXPERIENCE AND REFERENCES, QUALIFICATIONS LICENSES AND INSURANCE INFORMATION.

**ECI will contract with Adams St. Advocates and Marty Cassini of Cassini Law to fulfill the contract obligations provided in this RFP.**

### Adams St. Advocates

Adams St. Advocates LLC is a Florida Limited Liability Company established in 2011. Our office hours are Monday through Friday from 9:00 AM until 5:00 PM; however, we are always available to our clients via cell phone, text message or email. We encourage you to visit our website at: [www.adamsstadvocates.com](http://www.adamsstadvocates.com) for more information on our firm.

ASA has two Tallahassee offices and also works from the ECI office in Fort Lauderdale:

Adams St. Advocates, LLC  
205 South Adams Street  
Tallahassee, FL 32301

Adams St. Advocates, LLC  
307 West Park Avenue  
Tallahassee, FL 32301

Adams St. Advocates, LLC  
1815 Cordova Road, Ste 203  
Fort Lauderdale, FL 33316

ASA Partners subcontracted for this assignment include:

Claudia Davant  
Robert Beck  
Tanya Jackson  
Dave Ericks

Qualifications and experience are provided in the comments under D.1. – Tab 4.

### REFERENCE FOR CLAUDIA DAVANT, ADAMS ST. ADVOCATES:

Company Name: Xerox State & Local Solutions, Inc.  
Address: 2073 Summit Lake Drive, Suite 300, Tallahassee, FL 32317  
Contact Name: Chuck Cliburn Telephone: 850-210-1302  
E-Mail Address: [chuck.cliburn@acs-inc.com](mailto:chuck.cliburn@acs-inc.com)  
When was your contract awarded: 2008

### REFERENCE FOR ROBERT BECK, ADAMS ST. ADVOCATES

Company Name: Aging & Disability Resource Center of Broward County  
Address: 5300 N. Hiatus Road, Sunrise, FL 33351-8701  
Contact Name: Edith Lederberg Telephone: 954-745-9603  
E-Mail Address: [lederbee@adrchbroward.org](mailto:lederbee@adrchbroward.org) Fax: 954-745-9584  
When was your contract awarded: 2008

### G. References

A LIST OF MINIMUM OF THREE CURRENT AND FORMER MAJOR ACCOUNTS, ALONG WITH CONTACT PERSONS E-MAIL ADDRESS (CURRENT), NAME, ADDRESS, PHONE AND FAX NUMBERS. THIS LIST SHOULD INCLUDE ACCOUNTS THAT REPRESENT COMPANY'S EXPERIENCE WITH ENTITIES OF SIMILAR SIZE AND EXPOSURES AS THE CITY OF FORT LAUDERDALE. HOW LONG AGO WAS YOUR CONTRACT AWARDED FOR THESE REFERENCES? (SEE EXHIBIT "A").

Ericks Consultants is pleased to present the following professional references:

Company Name: American Marketing & Management  
Address: 888 SE 3<sup>rd</sup> Avenue, Suite 501, Ft. Lauderdale, FL 33316  
Contact Name: Austin Forman Telephone: 954-763-8111  
E-Mail Address: [af01@ammi.net](mailto:af01@ammi.net) Fax: 954-522-1969  
When was your contract awarded: ECI has represented this client since 2000

Company Name: South Florida Regional Transportation Authority  
Address: 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, FL 33064  
Contact Name: Vicki Wooldridge or Joe Giulietti Telephone: 954-788-7934  
E-Mail Address: [wooldridgev@strta.fl.gov](mailto:wooldridgev@strta.fl.gov) Fax: 954-786-7505  
When was your contract awarded: ECI has represented this client since 1995

Company Name: Broward Health  
Address: 303 SW 17<sup>th</sup> Avenue, Ft. Lauderdale, FL 33316  
Contact Name: Charlotte Mather Telephone: 954-355-4174  
E-Mail Address: [charlotte.mather@nbhd.org](mailto:charlotte.mather@nbhd.org) Fax: 954-355-4774  
When was your contract awarded: ECI has represented this client since 2005

Company Name: Broward County Sheriff's Office  
Address: 2601 West Broward Blvd, Ft. Lauderdale, FL 33312  
Contact Name: Al Lamberti or Danielle DiNicola Telephone: 954-321-4605  
E-Mail Address: [danielle.dinicola@sheriff.org](mailto:danielle.dinicola@sheriff.org) Fax: 954-763-4917  
When was your contract awarded: ECI has represented this client since 2009

Company Name: JM Family Enterprises  
Address: 100 NW 12<sup>th</sup> Avenue, Deerfield Beach, FL 33443  
Contact Name: Sonya Deen Telephone: 954-429-2404  
E-Mail Address: [sonya.deen@jmfamily.com](mailto:sonya.deen@jmfamily.com) Fax: 954-429-2677  
When was your contract awarded: ECI has represented this client since 1996

Company Name: Broward County Property Appraiser  
Address: 115 South Andrews Avenue, Ft. Lauderdale, FL 33301  
Contact Name: Lori Parrish Telephone: 954-357-6904  
E-Mail Address: [lori@bepa.net](mailto:lori@bepa.net) Fax: 954-357-8474  
When was your contract awarded: ECI has represented this client since 2006

Company Name: City of Plantation  
Address: 400 NW 73<sup>rd</sup> Avenue, Plantation, FL 33317  
Contact Name: Mayor Diane Veltri Bendekovic Telephone: 954-797-2222  
E-Mail Address: [mavor@plantation.org](mailto:mavor@plantation.org) Fax: 954-797-2223  
When was your contract awarded: ECI has represented this client since 2005

Company Name: City of Coral Springs  
Address: 9551 West Sample Road, Coral Springs, FL 33065  
Contact Name: Erdal Donmez Telephone: 954-344-5906  
E-Mail Address: [edonmez@coralsprings.org](mailto:edonmez@coralsprings.org) Fax: 954-344-1043  
When was your contract awarded: ECI has represented this client since 2000

## H. Understanding of Requirements

DISCUSS YOUR UNDERSTANDING OF THE CITY'S LEGISLATIVE, BUDGETARY, AND POLICY NEEDS AND YOUR OVERALL APPROACH / STRATEGIES TO MEET THOSE NEEDS.

Our approach will be an informed and educated one. Our relationships with leadership in both the House and the Senate afford us the knowledge of what the Legislature will be focused on and an insight into what their challenges will be. We will proactively develop a strategy to successfully integrate the City's needs into the overall plan for the Legislature's plan. As soon as priorities are identified we will immediately secure bill sponsors for general or special legislation if needed, in addition to educating our local delegation. ECI has a reputation for working within the legal and ethical guidelines of the political world. Experience and personal relationships give us the ability to organize strong political support for our clients' issues, opposition to amendments that are disadvantageous to our clients, and sponsorship of legislation that is vital to our client's agenda. Reputation, access, and expertise is the strength of the ECI/ASA Team.

Being successful in the Appropriations process today requires an effective strategy that builds a compelling business case to support your appropriations request. Our team will work with you to build effective business cases needed to support your appropriations issues.

The competition for state funding has been nothing but fierce for the past 6 years due to Florida's revenue challenges – for six years in a row, state revenue collections have been insufficient to fund base budget expenditures. The need to develop a high-level 'return on investment' analysis to support your appropriation's priorities will also be key and we will work with your team to develop the business case needed to support your appropriations priorities.

Our goal in supporting and advocating on behalf of the City of Ft. Lauderdale's appropriations priorities will always be to present a strategic, compelling, and focused message that differentiates and positions your appropriations requests.

As your advocate and consultant in Tallahassee and back at home in Fort Lauderdale, our focus will be on our communication, knowledge, expertise, ability and relationships to assist the City of Fort Lauderdale with current priorities as well as planning and laying the ground work for future goals. We understand the needs and challenges that the City of Fort Lauderdale faces on a daily basis and the challenges of planning in tough economic times. We understand your concerns pertaining to public safety, transportation, beach renourishment, annexation, airports, seaports, rail and tourism. We also understand your sensitivity to environmental and growth management issues. We know them because we live them and our team not only has the expertise, but the heartfelt passion of taking care of the community within which we live, work and recreate.

## **I. Relationships, Resources and Capabilities**

PLEASE DESCRIBE YOUR EXISTING RELATIONSHIPS WITH STATE OF FLORIDA LOCAL LEGISLATIVE DELEGATION AND WITH OTHER KEY LEGISLATORS AND SUPPORT STAFF. ALSO DISCUSS OTHER RESOURCES AND CAPABILITIES YOUR FIRM WILL PROVIDE TO THIS CONTRACT.

THE PROPOSER UNDERSTANDS THAT THE INFORMATION CONTAINED IN THESE PROPOSAL PAGES IS TO BE RELIED UPON BY THE CITY IN AWARDING THE PROPOSED AGREEMENT, AND SUCH INFORMATION IS WARRANTED BY THE PROPOSER TO BE TRUE. THE PROPOSER AGREES TO FURNISH SUCH ADDITIONAL INFORMATION, PRIOR TO ACCEPTANCE OF ANY PROPOSAL, RELATING TO THE QUALIFICATIONS OF THE PROPOSER, AS MAY BE REQUIRED BY THE CITY.

ECI is uniquely situated by having a Tallahassee-based firm with an extremely active Fort Lauderdale office, both equipped to respond to clients' needs. This dual presence allows constant visibility in both the southern and northern regions of the state. Our Fort Lauderdale office is minutes away from City Hall, allowing immediate personal interaction with City officials. Equipped with a conference room, Wi-Fi, telephone, fax and copy machine, our Tallahassee office is one block from the Capital Complex. With downtown office space at a premium and time always of the essence, our close proximity to the capital provides our out-of-town clients quick and convenient access to meeting facilities and office support.

Our firm is fortunate to have very good relationships with both sides of the political aisle, which allows ECI to represent our clients in a highly effective manner. Term limits have made it such that there is no longer an off season from the legislative session. We at ECI spend the entire year in close contact with Legislators and their staff regarding interim projects, campaigns and possible legislation for the upcoming year. In addition, we continue to focus on leadership in both chambers, and of course, the strength of our tri-county delegations. We believe that being present at all times when decision makers and their staff are physically at the capital is vital to your representation. Knowing that ECI "lives" at the Capitol during the legislative session is to the city's benefit. We believe that our most effective resources are those relationships that we have formed over the years. We take pride in the fact that we have outstanding professional and personal relationships with Legislators from both parties and their staffs, the Governors office, with Cabinet officers and staff, and with key decision makers in state agencies. In fact, during a recent team planning meeting the ECI/ASA team went through the organizational charts of every executive branch agency and determined that we have good relationships and access to every agency! This access will be invaluable to the City for any and every issue that needs to be addressed.

Notwithstanding those resources, ECI takes full advantage of multiple electronic sources such as *LobbyTools*, for client research, bill tracking, news services and data management, which enable ECI to quickly provide up-to-date information on bills, amendments, committee meetings and breaking developments during the frenetic days of session. We also subscribe to News Services of Florida, an informational service that continuously alerts us to anything that is happening in the political arena in every area of interest.

The Florida Association of Professional Lobbyists [FAPL] was created to provide on-going training and professional development and is committed to promoting the highest ethical standards of professional conduct among its membership. David Ericks is a pioneer member of the Association and Candice Ericks has served on its Board of Directors for several years and has recently been reappointed. We currently are traveling around the state with FAPL interviewing candidates for both the House and the Senate. Interviews that have already been conducted were in Orlando. Fort Lauderdale is hosting the week of June 18<sup>th</sup> and Jacksonville, Tallahassee and Tampa will follow.

ECI values its professional reputation and has spent years cultivating trust-based relationships within Broward County and state government. ECI has a strong relationship with each Republican member of the Broward County Delegation as well as the Democrats and staff. We are confident that each current member of the Delegation is comfortable working with ECI. With elections around the corner and qualifying over we are now

spending our time getting to know the incoming members who don't have an election as well as all candidates that may become new members of the Delegation.

Currently, committee chairmen and Staff Directors have not been announced, however, we are confident that based on our existing relationships we have the strength and breadth (especially appropriations experience) to be successful for the City of Fort Lauderdale. Broward has a unique strength in the upcoming 2013 session because the incoming Minority Leaders in both the Senate and House are part of the Broward County Delegation. Senator Smith and Representative Thurston will be influential as these party leaders and we are proud of our close relationships with them.

In addition to a close personal friendship, ECI has a valued trust-based professional relationship with the Executive Director of the Broward Delegation and the Executive Director of the Broward League of Cities. ECI and ASA are Associate Members of the Broward League of Cities, and are very active in the league at both the local and the statewide level. We attend all Broward League of Cities monthly membership meetings in addition to the annual Florida League of Cities and Florida Association of Counties statewide and legislative conferences. Many of our clients are also actively involved in the League at all levels. ECI is also a member of Florida Association of Intergovernmental Relations (FAIR). Being a member of this group affords us the opportunity to utilize an additional resource. During Session this group meets twice a week to discuss and strategize on all Legislation that will affect your City, whether it be transportation, growth management, public safety etc. We have been a member of this group for many years and through this we have cultivated many working relationships and close ties between different levels of government. This participation enhances our knowledge and understanding of the challenges and trends that face Broward cities as well as municipalities across the state. We work particularly close with the Florida League of Cities and Association of Counties during the Legislative Session.

It is especially beneficial to the citizens of the City of Fort Lauderdale that ECI and ASA have enduring relationships with House and Senate leadership. As you know, the Legislature and the Governor's office is led by an overwhelming majority of Republicans and we maintain strong relationships with the Majority Party in Tallahassee at both the Legislative and Executive Branch levels. As previously noted, committee chairman and leadership roles such as Speaker Pro Tempore and Majority Leaders have not been announced yet for the new Senate President Gaetz or incoming House Speaker Weatherford. However, we are confident that based on our current relationships we will be well positioned regardless of which members will be appointed to key positions. We would be happy to discuss in our interview our thoughts on who is likely to be appointed to committees of interest to the City. Currently we have solid relationships with the Incoming Senate President and Speaker as well as their recently announced Chiefs of Staff. While the Governor's office is currently transitioning to a new Chief of Staff, we have close relationships with key deputies as well as decision makers and key influencers in the Governor's Office of Policy and Budget (OPB)

Our ability to represent our clients is reflected in the duration and loyalty of our business relationships throughout the State of Florida. ECI has a history of familiarizing themselves and forming strong, professional relationships with the members of city and county commissions, the Florida Legislature, cabinet offices, state agencies and staff. ECI has the proven ability to recognize the changing trends in the corporate and political worlds and uses those skills to organize, monitor, maneuver and communicate between government and client, giving both the comfort of understanding and the ability to offer compromise.

We are trained to interact with all state and local agencies, legislative committees and executive staff. The ECI/ASA team has long acknowledged the importance of support staff to legislators, commissioners and committees and has successfully fostered solid, trust-based relationships with assistants, committee directors, analysts and attorneys.

Our team is also actively engaged in Associated Industries of Florida (AIF) and other business related lobbying organizations so that we understand what the business priorities are for the Legislative Session and how they will impact the City of Ft. Lauderdale.

The ECI/ASA team would like the opportunity to partner with the City of Fort Lauderdale. We want to thank the City for the opportunity to present this unique and exciting strategic alliance that will allow the City to enter the 2013 Legislative Session with confidence and trust. Should you have any questions or need additional information on any part of this proposal, please do not hesitate to ask.

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

Cost to the City: Contractor must quote firm, fixed, annual fee, billed monthly, for all services identified in this request for proposal. This firm fixed annual fee includes any costs for travel to the City. No other costs will be accepted. The initial contract term is for two years. Contractor MUST provide pricing on this page or may be deemed non-responsive.

The proposed fee shall detail all costs: i.e. travel, and related incidental out-of-pocket expenses, if applicable. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone services, copies, mail or postage services) that would reasonably be deemed the Contractor's overhead expense. Contractor will be reimbursed on a monthly basis as a firm fixed annual fee, inclusive of all expenses.

**PLEASE FILL-IN THE TOTAL ANNUAL FIRM FIXED FEE BELOW FOR THE (INITIAL CONTRACT PERIOD – (2) YEARS)**

\$ 50,000.<sup>00</sup> / ANNUAL FEE x 2 yrs. = \$ 100,000.<sup>00</sup>

If a Contractor wishes to provide a proposal as a joint venture, Contractor shall provide on this Cost Proposal page a breakdown of their portion of the annual fee for the each joint venture Contractor being submitted. (i.e. ABC Company \$25,000 annual fee and DEF Company \$25,000 annual fee) x 2 yrs. = \$100,000. The total cost for the joint venture, is what will be considered in scoring for the cost criteria. If you do not provide the amount to be paid to each proposer, you may be deemed non-responsive. THE JOINT PROPOSERS MUST ALSO, EACH PROVIDE A BID SIGNATURE PAGE, EXECUTED BY AN OFFICER OF THE COMPANY.

Failure to use the City's COST PROPOSAL page (PART VII - PROPOSAL PAGES – COST PROPOSAL), and provide costs as requested in this RFP, may deem your proposal non-responsive.

