RESOLUTION NO. 2018-38

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND DAVID T. CASERTA GOVERNMENT RELATIONS, INC. TO PROVIDE STATE LOBBYING SERVICES FOR THE VILLAGE OF BISCAYNE PARK; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the utilization of a lobbying firm is crucial to ensure that a municipality is well represented at the State level on issues ranging from appropriations to programs and services to competitive grants; and,

WHEREAS, the Village Commission of the Village of Biscayne Park ("Village") finds it to be in the best interests of the residents of the Village to have David T. Caserta Government Relations, Inc., continue as the Village's State lobbyist in Tallahassee.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Village Commission of the Village of Biscayne Park hereby approves the Agreement between the Village and David T. Caserta Government Relations, Inc. for the provision of State lobbyist services, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form by the Village Attorney. The Village Manager is authorized to execute the Agreement and expend budgeted funds on behalf of the Village.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 8th day of November, 2018.

The foregoing resolution upon being put to a vote, the vote was as follows:

Tracy Truppman, Mayor

Mayor Truppman: Yes
Vice Mayor Tudor: Yes
Commissioner Bilt: Yes
Commissioner Johnson-Sardella: Yes
Commissioner Ross: Yes

Attest:

Roseann Prado, Village Clerk

Approved as to form:

John R. Herin Jr., Village Attorney

AGREEMENT

This Agreement for services is entered into this 1st day of November 2018 by and between, Village of Biscayne Park (Village @ 640 NE 114th Street, Biscayne Park, FL 33161) and David Caserta Government Relations, Inc., (Consultant@ 15165 NW 77th Avenue #1001, Miami Lakes, Fla 33014).

WHEREAS, Village is a municipal government located in Miami-Dade County; and

WHEREAS, Village is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Village with its government relations efforts at the State level.

NOW THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.

2. Consultant Services. Consultant is hereby retained as an independent consultant to Village to assist Village in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government

action. Consultant's services are limited to providing the above stated service and Consultant is not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

3. Term. The term of this Agreement shall commence effective as of November 1, 2018 and end on October 31, 2021.

4. Compensation. In consideration for this Agreement, Village shall pay Consultant a fee of Twenty Thousand Dollars ($20,000.00) per year for services, for years 2018-19; 2019-20; 2020-21. Fee shall be payable as follows;

- $1,666.66 payable on November 1, 2018.
- $1,666.66 payable on 1st day of each month thereafter with the last payment due and payable on October 1, 2021, unless a written extension is authorized by all parties.

5. Expenses. Village shall also pay the Consultant, for all reasonable costs incurred and all expenditures made on behalf of the Client, including, but not limited to, travel, lodging, and meals in conjunction with representation of the Client. Such amount shall be immediately due and payable. Expenses, for the term of this agreement, shall be limited to $2,500 per year, unless modified in writing and authorized by all parties.

6. Relationship of Parties

6.1 Consultant's and Village, their agents, representatives, and employees shall,

under no circumstances, be deemed partners, joint venturers, agents, employees or representatives of the other. Consultant's are independent contractors and shall not be liable in any way whatsoever for the nature and quality of the work performed by Village. In performing Services under this Agreement, Consultants shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Village. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Village. As independent contractors, Consultant shall be solely responsible for determining the means and methods for performing the Services. Consultant will determine the time, the place, and the manner in which they will provide the Services. Village will receive only the results of Consultant's Services. Village shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Village agrees that Consultant assume no liability to the Village or any third party with respect to the performance or the action or inaction of the Village. Consultant agrees that Village assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Village and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Termination.

a. Either party may terminate this Agreement immediately at any time in the event of the occurrence of a material breach by Consultant of any of the terms of this Agreement. A termination under this section shall be effective upon the written provision of written notice thereof and no further fees shall be due or payable under Section 3 above relating to any month after the date of such termination.

b. This Agreement shall terminate within sixty (60) days upon prior written notice from either party to the other. Upon any termination under this Section 7.b, by Consultant, no further fees shall be due or payable under Section 4 above relating to any month after the date of such termination. Upon any termination under this Section 7.b. by the Company, after January 1, of each preceding year or after the start of interim committee meetings by the Florida legislature, the Company shall continue to pay the monthly fee to Consultant in accordance with Section 4 above through the then-remaining term of this Agreement.

8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first

paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.

12. Modification. This Agreement contains the full terms agreed to by the parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate

courts.

16. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

17. Assignment. This Agreement shall be binding upon the parties hereto.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

David Caserta Government Relations, Inc.

By: _____
David Caserta, President (Consultant)

Village of Biscayne Park,
through its Village Manager

By: _____
Krishan Manners, Manager

Approved as to form

By: _____
Village Attorney

(Village Seal)