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3 **RESOLUTION NO. 2016-39**  
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**  
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**  
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**  
8 **AGREEMENT BETWEEN THE VILLAGE OF**  
9 **BISCAYNE PARK AND DAVID T. CASERTA**  
10 **GOVERNMENT RELATIONS, INC. AS THE**  
11 **LOBBYING FIRM FOR THE VILLAGE OF BISCAYNE**  
12 **PARK; PROVIDING FOR AN EFFECTIVE DATE.**  
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14  
15 WHEREAS, the utilization of a lobbying firm is crucial to ensure that a municipality is  
16 well represented at the State and local level on issues ranging from appropriations to programs  
17 and services to competitive grants; and,  
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19 WHEREAS, it requires much time, energy and resources to effectively represent the  
20 Village, and a consistent and persistent presence in Tallahassee is needed; and,  
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22 WHEREAS, for 16 years, the Village has enjoyed a successful relationship with the  
23 lobbying firm of David T. Caserta Government Relations, Inc., by keeping the issues of the  
24 Village in front of the decision makers and educating legislators on the benefits of supporting  
25 projects that are critical to the Village and its residents; and,  
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27 WHEREAS, efforts have already taken place by David T. Caserta Government  
28 Relations, Inc., to place these projects in a position to be considered during the appropriations  
29 discussions by key legislators; and,  
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31 WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in  
32 the best interests of the residents of the Village to have David T. Caserta Government  
33 Relations, Inc., continue their efforts on behalf of the Village and to authorize the Mayor to  
34 execute the Agreement between the Village of Biscayne Park and David Caserta Government  
35 Relations, Inc.  
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38 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF**  
39 **THE VILLAGE OF BISCAYNE PARK, FLORIDA:**  
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42 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
43 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.  
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45 **Section 2.** The Village Commission of the Village of Biscayne Park hereby  
46 authorizes the Mayor to execute the Agreement between the Village of Biscayne Park and  
47 David Caserta Government Relations, Inc. attached hereto and made part hereof as Exhibit "1".  
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49 **Section 3.** This Resolution shall become effective upon adoption.

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PASSED AND ADOPTED this 15<sup>th</sup> day of November, 2016.

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

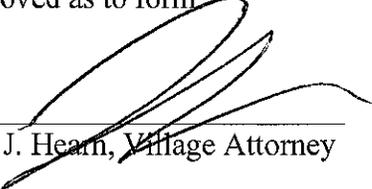
  
\_\_\_\_\_  
David Coviello, Mayor

Mayor Coviello: Yes  
Vice Mayor Ross: Yes  
Commissioner Anderson: Absent  
Commissioner Jonas: Yes  
Commissioner Watts: Yes

Attest:

  
\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

  
\_\_\_\_\_  
John J. Hearn, Village Attorney

## AGREEMENT

This Agreement for services is entered into this 1st day of November 2016 by and between the Village of Biscayne Park (hereinafter referred to as the "Village"), whose address is 640 NE 114th Street, Biscayne Park, FL 33161 and David Caserta Government Relations, Inc. (hereinafter referred to as "Consultant"), whose address is 7855 NW 12<sup>th</sup> Street #202, Doral, Florida 33126.

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, 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, 2016 and end on October 31, 2017.

4. Compensation. In consideration for this Agreement, Village shall pay Consultant a fee of Twenty Thousand Dollars (\$20,000.00) for services. Fee shall be payable as follows;

- \$1,666.67 payable on November 1, 2016.
- \$1,666.67 payable on 1<sup>st</sup> day of each month thereafter with the last payment due and payable on October 1, 2017 in the amount of \$1,666.63, unless a written extension is authorized by all parties.

5. Expenses. The above fee is inclusive of any and all expenses associated with the Scope of Services.

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. Consultant or Village may terminate this Agreement at anytime for a breach of this Agreement or for any justifiable reason and the non-breaching party shall be entitled to pursue all available legal rights and remedies.

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.

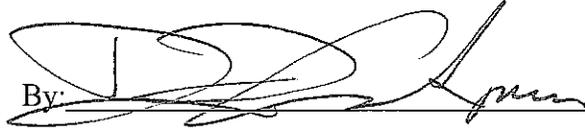
17. Assignment. This Agreement shall be binding upon the parties hereto.

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 Mayor

By: 

David Coviello, Mayor

Approved as to form

By: 

Village Attorney

(Village Seal)