

AGREEMENT

This Agreement for services is entered into this 6th day of December, 2022 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 15165 NW 77th Avenue #1001, Miami Lakes, Florida 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, the 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 shall provide the following services pursuant to the terms and conditions of this Agreement (“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. Such Services shall include work for the purposes of securing funds and grants for various purposes from the State on the Village’s behalf. Consultant’s Services are limited to providing the above stated Services and Consultant is not obligated to provide any other

additional services without a written amendment to this Agreement. The Village 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 retroactively on November 1, 2022 and terminate on October 31, 2023.

4. Compensation. In consideration for this Agreement, Village shall pay Consultant a fee of Twenty Thousand Dollars (\$20,000.00) for Services for the above-referenced term. The fee shall be payable as follows:

- \$1,666.67 payable within ten (10) days of execution of the Agreement, which amount will reflect payment for Services during November of 2022.
- \$1,666.67 payable on the 1st day of each month thereafter with the last payment due and payable on October 1, 2023 in the amount of \$1,666.63, unless a written extension is authorized by all parties.

5. Expenses. Consultant shall provide the Village with a copy of all reasonable costs incurred and all expenditures made on behalf of the Village, including, but not limited to, travel, lodging, and meals in conjunction with a representation of the Village. Such amount shall be due and payable within thirty (30) days of receipt of an invoice from Consultant. Expenses for the term of this Agreement shall be limited to two thousand five hundred dollars (\$2,500.00) annually unless modified in writing and authorized by both parties.

6. Relationship of Parties

6.1 Consultant and Village, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or

representatives of the other. In performing Services under this Agreement, Consultant 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 assumes 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 Consultant.

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 any time 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.

20. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

21. Public Records. Consultant shall be required to comply with the following requirements under Florida's Public Records Law:

(1) Keep and maintain public records required by the Village to perform the service.

(2) Upon request from the Village custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law or Village policy.


(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Village does not transfer the records to the Village.

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

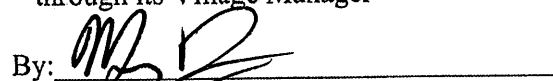
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONSULTANT SHOULD CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS: THE VILLAGE CLERK, BY TELEPHONE (305) 899-8000, E-MAIL VILLAGECLERK@BISCAYNEPARKFL.GOV, OR MAIL TO VILLAGE OF BISCAYNE PARK, OFFICE OF THE VILLAGE CLERK, 600 NE 114TH STREET, BISCAYNE PARK, FLORIDA 33161.

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: 
Mario Diaz, Village Manager

(Village Seal)