

CAS GOVERNMENTAL SERVICES, LLC

36910 3rd Street – P. O. Box 35
Canal Point, Florida 33438
561-924-7702

This Agreement is by and between, The City of Moore Haven, hereinafter referred to as "CITY" and the consulting firm, **CAS Governmental Services, LLC**, hereinafter referred to as **CASGS**.

Whereas, the CITY desires to engage the services of an individual or firm to monitor Legislative Issues for the CITY and to seek special legislative appropriation funding. This service will be with respect to legislative issues, special funding and/or legislative appropriations relating to Moore Haven, Florida.

Whereas, the CITY voted in an official meeting of the City of Moore Haven to contract the professional Governmental Affairs Representation services of CAS Governmental Services to monitor legislation, seek and administer special funding projects relating to improvements in Moore Haven, Florida.

PUBLIC INFORMATION:

The Florida Legislature has amended Chapter 119 Florida Statutes, Section .0701 thereof, to expand the obligation of local government to include into all contracts certain language that relates to public records, which is made a part of this Contract.

The contractor agrees to follow the rules as set forth in the Chapter 119 Florida Statutes and an attachment A, of information, is made part of this of this agreement.

SERVICES: CASLGS will provide the following services: Provide information and data to Federal, State and Regional agencies; Prepare appropriate draft cooperative agreements for agencies involved and for review by the CITY; Provide appropriation language and, as directed, work with CITY Staff; Attend and provide testimony at appropriate subcommittee meetings; Attend and provide testimony at appropriate committee hearings; Coordinate and solicit support from legislators and appropriate state agencies and other special testimony as may be needed. Report findings to the CITY; Make necessary reports to appropriate Federal, State and Regional agencies.

COMPENSATION:

- * CASGS shall receive an annual lump sum fee of \$10,000.00 to be paid upon invoice of \$833.33 per month.
- * CASGS shall also invoice the COUNTY for normal out-of-pocket expenses and hourly rate fees, at \$100.00 per hour, for the time worked, and pass-through charges. CASGS will divide hourly rate and pass-through expenses (Travel, Hourly Rates, Misc. Expenses, Contract Services and Lodging) among its client base for similar and alike services.

The CITY agrees to make payment within thirty (30) days.

WARRANTY: CASGS cannot and does not make, nor imply, any form of warranty or guarantees regarding the outcome of any legislation, special funding or appropriation passage.

TERMINATION: Termination of this contract may be made by the CITY or CASGS with a thirty (30) days written notice, sixty (60) days once Legislative Session begins. Termination notice shall be in writing thirty (30) days prior to the date given as the termination date. Termination shall not deprive CASGS from final invoicing and for payment(s) for work already complete or substantially complete, or for neither funding approved or underway, nor shall termination deprive CITY from work products already complete or substantially complete.

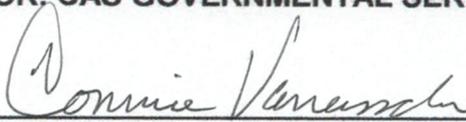
EFFECTIVE DATE: This contract shall become effective when executed.

Dated this 3RD day of JANUARY, 2016.

FOR: CITY OF MOORE HAVEN

FOR: CAS GOVERNMENTAL SERVICES, LLC


Signature:


Signature:

Bret Whinnery
Printed Name & Title

Connie Vanassche, Vice President
Printed Name & Title


Witness:


Witness:

**ATTACHMENT A
PUBLIC INFORMATION
CHAPTER 119 F.S.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF PEMBROKE PARK AT:

**City Clerk's Office
City of Moore Haven
399 Riverside Drive
Moore Haven, FL 33471
863-946-0711**

1. The contractor shall adhere to Florida public records laws, including the following:

a. Keep and maintain public records required by the City to perform the services, and upon request of the custodian of records for the City, provide the City with a copy of the requested records or allow the records to be copied or inspected within a reasonable time at a cost that does not exceed the cost allowed in Chapter 119 or as otherwise provided by law.

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

2. Noncompliance:

a. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the contractor of the request, and the contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. A reasonable time is defined as within eight (8) business days.

- b. If the contractor does not comply with the request of the City for the records, the City shall enforce the contract provisions in accordance with the contract.
- c. If the contractor fails to provide the public records to the City within a reasonable time, the contractor may be subject to the penalties under Chapter 119.10.

3. Civil Action.

- a. If a civil action is filed against a contractor to compel production of public records relating to the City's contract for professional services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request to the City and to the contractor.
- b. A notice complies with the above if it is sent to the custodian of public records for the City and to the contractor at the contractor's address listed on its contract with the City, or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- c. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.