

CAS Governmental Services, LLC

"Communications Advocacy Services"

36910 3rd Street, Post Office Box 35
Canal Point, Florida 33438-0035
561-924-7702

This Agreement is by and between **The Town of Pembroke Park**, hereinafter referred to as the "**Town**" and the consulting firm, **CAS Governmental Services, LLC**, hereinafter referred to **CASGS**.

Whereas, the Town of Pembroke Park seeks to engage the services of an individual or firm to seek special Legislative Appropriation Funding in Tallahassee during the Legislative Session and to represent designated legislative issues in Tallahassee during the Legislative Session and Committee Weeks. This service will be with respect to special funding and/or appropriations relating to Pembroke Park.

SERVICES: CASGS will provide the following services: Assist the TOWN in providing information and data to appropriate agencies. Assist the TOWN in preparing appropriate draft cooperative agreements for agencies involved and for reviews by the Town Manager or designee and as directed staff. Provide appropriation language and, as may be needed, work with Town Manager and as directed 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; CASGS will report findings to the Town Manager or designee. Make necessary reports to appropriate agencies.

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. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relations to this contract, they are to contact the custodian of public records for the Town of Pembroke Park at:

Town Clerk's Office
3150 SW 52nd Avenue
Pembroke Park, FL 33023

1. The contractor shall adhere to Florida public records laws, including the following:
 - a. Keep and maintain public records required by the Town to perform the services, and upon request of the custodian of records for the Town, provide the Town 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 Town all public records in possession of the contractor or thereafter keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town 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 Town, upon request of the Town Clerk, in a format that is compatible with the information technology systems of the Town.

2. Noncompliance:

- a. A request to inspect or copy public records relating to the Town's contract for services must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the contractor of the request, and the contractor must provide the records to the Town 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 Town for the records, the Town shall enforce the contract provisions in accordance with the contract.
- c. If the contractor fails to provide the public records to the Town 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 Town'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 Town and to the contractor.

b. A notice complies with the above if it is sent to the custodian of public records for the Town and to the contractor at the contractor's address listed on its contract with the Town, 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.

NO CONTINGENCY FEES:

- No Contingency Fees: Both the TOWN and CASGS fully understand and accept that payment of fees is not contingent upon the outcome or success of professional lobbying services. In accordance with Florida Statutes, no contingency fee or performance based fee is agreed to by either the TOWN or CASGS, nor will any contingency fee be paid by the TOWN or received by CASGS for any of the herein described services.

COMPENSATION:

- * CASGS shall receive an annual lump sum fee of Ten-Thousand Dollars (\$ 10,000.00) to be paid in equal payments invoiced monthly by CASGS.
- * CASGS shall also invoice the Town for normal out-of-pocket expenses and hourly rate fees for time worked and other pass-through charges normally associated with Legislative Committee Weeks and Legislative Session duties above. Any assigned duties beyond this agreement must be specifically authorized by the Town Manager.
- * The CASGS hourly rate will be \$125.00 per hour

The Town agrees to make payment within thirty (30) days of CASGS invoicing.

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 either party giving thirty (30) days written notice, sixty (60) days once Legislative Session has begun. 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 TOWN from work products already complete or substantially complete.

EFFECTIVE DATE: This contract shall become effective when executed.

Dated this 14 day of December, 2016.

FOR: Town of Pembroke Park



Signature

Ashira A. Mohammed, Mayor
Printed Name & Title

FOR: CAS GOVERNMENTAL SERVICES

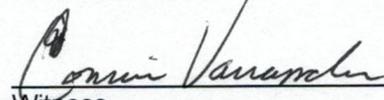


Signature

M. Dale Milita, President
Printed Name & Title



Witness Tiffany Colquitt
Clerk Assistant



Witness