

RESOLUTION NO. 2004-36

A RESOLUTION OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ATTACHED AGREEMENT ON BEHALF OF THE VILLAGE WITH GOMEZ BARKER ASSOCIATES, INC. FOR INTERGOVERNMENTAL REPRESENTATIVE SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the firm of Gomez Barker Associates, Inc. will represent the Village on legislative and regulatory issues affecting the Village of Key Biscayne, work with appropriate agency officials, legislative committees, leadership, and individual members to facilitate the Village's Tallahassee agenda as it relates to water and infrastructure funding, environmental concerns, and any legislative issues pertinent to the Village of Key Biscayne.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. That the Village Manager is hereby authorized to execute the attached Agreement, on behalf of the Village, with Gomez Barker Associates, Inc.

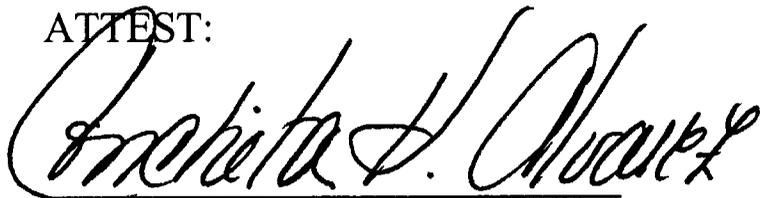
Section 2. Gomez Barker Associates, Inc. will provide Intergovernmental Representative Services to the Village of Key Biscayne.

Section 3. This resolution shall take effect immediately upon adoption.

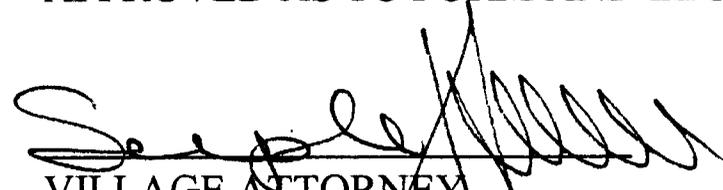
PASSED AND ADOPTED this 14th day of September, 2004.


MAYOR ROBERT OLDAKOWSKI

ATTEST:


CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


VILLAGE ATTORNEY



**VILLAGE OF KEY BISCAYNE
AGREEMENT FOR
SERVICES**

THIS AGREEMENT, made and entered into on the 10th day of September, 2004 by and between the Village of Key Biscayne, Dade County, Florida, party of the first (hereinafter called "Village"), and Gomez Barker Associates, Inc., party of the second part (Hereinafter called "Consultant");

RECITALS

The VILLAGE wants to engage the CONSULTANT to perform certain services as described in accordance with paragraph 1, scope of services to this Agreement ("Specified Services"). The CONSULTANT wants to provide such Specified Services in connection with Intergovernmental Representative Services.

In consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

A. The CONSULTANT agrees, as directed by the Village Manager, to perform the following services: Professional Intergovernmental Representative services as directed by the Village Council via the Village Manager. The work is described on Exhibit "A" attached hereto.

2. FEES FOR SERVICES

The VILLAGE shall pay the CONSULTANT a fee of \$3,500.00 per month as full compensation for performance of the Specified Services for the duration of this Agreement. The CONSULTANT will issue an invoice once per month for said fee. Said invoices are payable by the VILLAGE within 30 days.

3. TERM

The term of this agreement is one (1) year unless terminated pursuant to paragraph 7 or extended pursuant to paragraph 9.

4. GENERAL TERMS AND CONDITIONS

All work papers and documents that result from the CONSULTANT providing Specified Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be

delivered to the VILLAGE by the CONSULTANT.

5. ASSIGNMENT

This Agreement shall not be assignable by the CONSULTANT.

6. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT, warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, continent upon or resulting from the award or making of this Agreement.

7. TERMINATION

This Agreement may be terminated by the VILLAGE upon ten days written notice with or without cause and by the CONSULTANT upon 45 days written notice with or without cause. If this agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of Paragraph 2 of this contract for all acceptable work performed up to the date of termination.

8. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

9. ENTIRE AGREEMENT

The parties hereby agree that this Agreement represents the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

10. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

The CONSULTANT shall furnish proof that it has Professional Liability Insurance in an amount no less than \$500,000 per occurrence.

11. NOTICES

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village: Jacqueline R. Menendez
Village Manager
88 West McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Village Attorney
Weiss Serota & Helfman
Pastoriza Guedes Cole & Boniske, P.A.
2665 South Bayshore Drive
Suite 420
Miami, Florida 33133

Conchita H. Alvarez
Village Clerk
88 West McIntyre Street
Key Biscayne, Florida 33149

CONSULTANT: Fausto B. Gomez
Gomez Barker Associates, Inc.
2350 Coral Way, Suite 301
Miami, FL 33145

12. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. The parties hereby waive any right to a trial by jury in any litigation hereunder.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

Gomez Barker Associates, Inc.
2350 Coral Way, Suite 301
Miami, FL 33145

By: [Signature]
Fausto B. Gomez
Gomez Barker Associates, Inc.

VILLAGE:

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

By: [Signature]
Jacqueline R. Menendez
Village Manager

Attest: [Signature]



Attest: [Signature]
Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
Village Attorney