

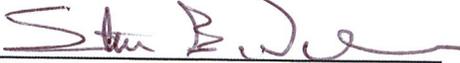
**Letter of Understanding  
Relating to Revision of Current  
Legislative Services Agreement**

This Letter of Understanding amends the Scope of Services section of the existing City of Belle Glade (CITY) Agreement with CAS Governmental Services, LLC, (CAS) which will now include additional provisions below and a one (1) year extension, per the language in page 1, paragraph 3 of the original agreement.

**The following is hereby agreed:**

Upon execution of this Letter of Understanding, the Scope of Service provision of the current agreement between the CITY and CAS shall be repealed and/or revised to incorporate an additional provision wherein it is understood and agreed that CASGS Lobbying duties may include definable infrastructure/capital improvement issues, to be agreed upon by the parties at the time of request by the CITY. At this time total billable fees and retainer fees to the City for services rendered in the fiscal year September 30, 2019 shall not increase from those set in the original agreement between the parties. All other aspects of the existing Agreement remain as agreed.

**FOR: CITY OF BELLE GLADE**



Signature

Steve B. Wilson, Mayor

Printed Name & Title

Date: 1-14-2019

**FOR: CAS Governmental Services**



Signature

M. Dale Milita, President

Printed Name & Title

Date: Jan 2, 2019



**AMENDMENT NO. 1 TO THE CITY OF BELLE GLADE ADDENDUM TO THE  
CAS GOVERNMENTAL SERVICES, LLC, CONSULTING AGREEMENT**

This Amendment No. 1 to the City of Belle Glade Addendum to the CAS Governmental Services, LLC, Consulting Agreement is made as of the 6<sup>th</sup> day of November, 2017, by and between the City of Belle Glade, Palm Beach County, Florida, a municipal corporation of the State of Florida, by and through its City Commission, hereinafter referred to as the CITY, and CAS Governmental Services, LLC (the "CONSULTANT"), a Florida Limited Liability Company (hereinafter referred to as Amendment No. 1).

**WHEREAS**, the CONSULTANT and the CITY entered into the City of Belle Glade Addendum to the CAS Governmental Services, LLC, Consulting Agreement on September 19, 2016 (the "Agreement"); and

**WHEREAS**, the Agreement provided for an initial term of one (1) year and up to four (4) additional one (1) year renewals; and

**WHEREAS**, the CONSULTANT and CITY wish to amend the Agreement to continue the Agreement for one (1) year through September 19, 2018.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend their Agreement as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. In accordance with the Agreement, this Amendment No. 1 is being executed by the parties to extend the Agreement for one (1) year through September 19, 2018. The parties agree that the Agreement is deemed to have continued uninterrupted since its approval on September 19, 2016.
3. The CITY and the CONSULTANT agree that the Agreement and this Amendment No. 1 set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment No. 1 may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement remain in full force and effect.
4. This Amendment No. 1 may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment No. 1 via facsimile or email and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the City of Belle Glade Addendum to the CAS Governmental Services, LLC, Consulting Agreement on the day and year first above written.

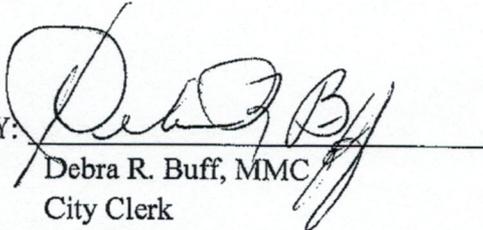
**CITY OF BELLE GLADE**

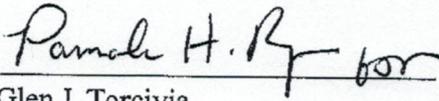
**CONSULTANT:  
CAS GOVERNMENTAL  
SERVICES, LLC**

BY:   
Steve B. Wilson,  
Mayor

BY:   
[Print Name] M. Dale M. J. Jr.  
[Print Position] President

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY:   
Debra R. Buff, MMC  
City Clerk

BY:   
Glen J. Torcivia  
City Attorney

# CAS Governmental Services, LLC

"Communications Advocacy Specialists"

36910 3<sup>rd</sup> Street, P. O. Box 35

Canal Point, Florida 33438

561-924-7702

This Agreement is by and between the **City of Belle Glade ("CITY")** and the consulting firm **CAS Governmental Services, LLC ("CAS-LLC")**.

WITNESSETH:

**WHEREAS**, CITY desires to contract with a governmental services consultant; and

**WHEREAS**, CAS-LLC agrees to provide CITY with professional lobbying and governmental services consultant activities as more fully described in the "PROFESSIONAL LOBBYING SERVICES" paragraph herein; and

**WHEREAS**, The CITY and CAS-LLC agree that no contingency fees are associated with the agreement. Florida Statutes (2013) 11.047 and 112.3217 prohibit the payment of a "contingency fee" to professional lobbyists; and

**NOW THEREFORE**, in consideration of the mutual promises in this agreement, the sufficiency of which is acknowledged by both parties, CITY and CAS-LLC agree as follows:

## SCOPE OF SERVICES:

(a) *Professional Lobbying Services:* CAS-LLC will provide CITY with professional lobbying and governmental services consulting to represent CITY Storm-Water interests during 2017 legislative committee weeks and the 2017 legislative session. Consulting activities include representing CITY Storm-Water issues to state legislators and to assist in obtaining appropriations. CAS-LLC will meet, as appropriate, with City Manager or designee to assist the City in planning of legislative strategies and discuss legislative issues and acquisitions of Storm-Water Legislative Appropriations.

## COMPENSATION:

(a) *Professional Lobbying Services.* CAS-LLC shall receive an annual lump sum fee of Thirty-Two Thousand \$32,000.00 Dollars that may be paid in installments as follows:

Two-Thousand six hundred sixty-six dollars and 66/100 (\$2,666.66) in monthly installments beginning October, 2016. CAS-LLC shall invoice on a monthly basis.

CITY agrees to pay CAS-LLC invoices within thirty (30) days of receipt.

**NO CONTINGENCY FEES:** Both City and CAS-LLC fully understand and accept that payment of fees herein is not contingent upon the outcome or success of professional lobbying services. In accordance with Florida Statutes 11.047 and 112.3217 (2013), no Contingency fee or performance based fee is agreed to by either the City or CAS-LLC, nor will any contingency fee be paid by CITY or received by CAS-LLC for any of the herein described services.

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

**TERMINATION:** Termination of this contract may be made by the CITY with thirty (30) days' notice, during Legislative Session sixty (60) days. CAS-LLC may terminate with a thirty (30) day written notice. Termination notice shall be in writing thirty (30) days prior to the date given as the termination date. Termination shall not deprive CAS-LLC from final invoicing and payment, nor shall termination date deprive CITY from work products already complete or substantially complete.

**TERM:** The term of this Agreement shall be for one (1) year from date of execution. The CITY shall have the option to renew the Agreement at the present rate for up to four (4) additional one-year periods, as approved by the CITY. Upon no action by the CITY for 45 days from the term of this Agreement it shall be deemed renewed for one additional year.

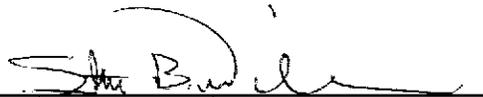
**EFFECTIVE DATE:** Upon Execution of Document.

Dated the 19<sup>th</sup> day of September, 2016.

**FOR: CITY OF BELLE GLADE**

**FOR: CAS GOVERNMENTAL SERVICES, LLC**

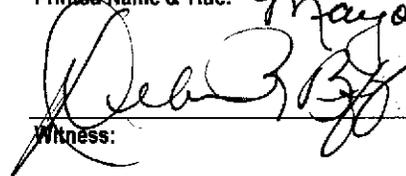
**"Communications Advocacy Specialists:"**

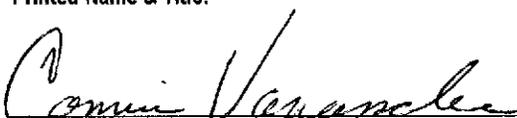
  
Signature:

  
Signature:

STEVE B. Wilson  
Printed Name & Title: Mayor

M. Dale Millta President  
Printed Name & Title:

  
Witness:

  
Witness:



**CITY OF BELLE GLADE ADDENDUM TO  
CAS GOVERNMENTAL SERVICES, LLC, CONSULTING AGREEMENT**

This Addendum is made as of the 19<sup>th</sup> day of September, 2016, by and between the City of Belle Glade, a Florida Municipal Corporation (“City”) and CAS Governmental Services, LLC (“Consultant”).

In consideration of the mutual promises contained in this Addendum and the Consulting Agreement (collectively hereafter referred to as the “Contract Documents”) between the City and Consultant, the City and Consultant agree as follows:

**SECTION 1 – INDEMNIFICATION**

1.1 Consultant agrees to indemnify, defend and hold the City, its Commissioners, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney’s fees at all levels of trial and appeal, as a result of any negligence, omission, or action on the part of Consultant or any officer, director, employee, agent, independent contractor, subcontractor and representative of Consultant which arises out of or is related to the Contract Documents. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time.

**SECTION 2 – PUBLIC ENTITY CRIMES**

2.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Consultant certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

**SECTION 3 – CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

3.1 The contract between the parties consists of the Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 4 – TERM; TERMINATION AND EFFECT OF TERMINATION**

4.1 The term of this Contract shall be for one (1) year from date of execution. The City shall have the option to renew the Agreement at the present rate for up to four (4) additional one-year periods, as approved by the City. This Contract shall not be

automatically renewed and any renewal shall require a written amendment signed by both parties. This provision specifically replaces the last sentence of the "Term" provision set forth in the CAS Governmental Services, LLC, Consulting Agreement.

4.2 The parties acknowledge and agree that the City is a political subdivision of the State of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in the Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City in any fiscal year to pay the costs associated with the City's obligations under the Contract Documents, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period and the City is not seeking the same or similar services from a competitor of Consultant, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate the Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with this section shall be without penalty or expense to the City, including, but not limited to any early termination fees or costs, except that the City shall be responsible for any amount owed to Consultant for services provided prior to and through the date of termination.

#### **SECTION 5 –PALM BEACH COUNTY IG**

5.1 In accordance with Palm Beach County ordinance number 2011-009, this Addendum and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

#### **SECTION 6 - TAXES**

6.1 The City is exempt from payment of Florida State Sales and Use Tax.

#### **SECTION 7 – LAW, VENUE, AND REMEDIES**

7.1 This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. This provision shall supersede and specifically replace all other law, venue and remedies provisions in the Contract Documents.

**SECTION 8 - ENTIRETY OF CONTRACTUAL AGREEMENT**

8.1 The City and Vendor agree that the Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 9 – WAIVER**

9.1 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party’s right to enforce or exercise said right(s) at any time thereafter.

**SECTION 10 – CONFLICT OF INTEREST**

10.1 The Consultant hereby warrants and represents that Consultant does not and will not represent any client where a conflict of interest with the representation of the City may exist. This would include, but not be limited to, matters where representation would be adverse to the City, or where representation would require Consultant to advocate or oppose a position contrary to a stated or intended City position on the same or similar issue

**SECTION 11 – SURVIVAL**

11.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 12 – SEVERABILITY**

12.1 If any term or provision of the Contract Documents, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract Documents shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 13 – INDEPENDENT CONTRACTOR**

13.1 Consultant is, and shall be, in the performance of all services under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the CITY.

## **SECTION 14 – AUTHORITY TO PRACTICE**

14.1 Consultant hereby represents and warrants that it has or will obtain and thereafter continue to maintain all licenses and approvals required to conduct its business and provide services under this contract, and that it will at all times conduct its business and provide the services under this contract in a reputable manner. Proof of such licenses and approvals, including a copy of any lobbyist registration form filed with the state or other entity, shall be submitted to the City promptly after filing, and whenever requested by the City.

## **SECTION 15 – AUDIT; RECORDS**

15.1 Both City and Consultant shall preserve for a period of four (4) years all accounts, bills, receipts, computer records, books, papers, and other documents and records necessary to substantiate compensation. These documents are subject to legislative subpoena for the purposes of conducting an audit, pursuant to Sections 11.045 and 112.3215, Florida Statutes.

## **SECTION 16 – PUBLIC RECORDS**

16.1 Consultant shall comply with Florida's Public Records Laws, and, if it is acting on behalf of the City as provided under section 119.011(2), specifically agrees to:

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from public agencies custodian of public records, provide the City 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) 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 contractor does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the Owner 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

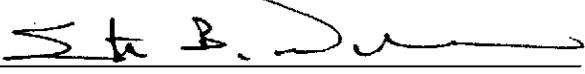
City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- e) **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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE CITY CLERK AT 561-992-2218, OR E-MAIL DBUFF@BELLEGLADE-FL.COM , OR 110 DR. MARTIN LUTHER KING JR. BLVD WEST, BELLE GLADE FL, 33430.**

Failure of the Consultant to comply with the requirements of this section shall be a material breach of the Contract Documents. City shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

**CITY OF BELLE GLADE**

By: 

Print Name: STEVE B. Wilson

Print Position: Mayor

Attest: 

**CAS GOVERNMENTAL SERVICES, LLC**

By: 

Print Name: M. Dale Milita

Print Position: President

[CORPORATE SEAL]

