

## **GOVERNMENTAL AND LEGISLATIVE SERVICES CONTRACT**

This Agreement is by and between Okeechobee Utility Authority, Florida, hereinafter referred to as "OUA" and the consulting firm, CAS Governmental Services, LLC ("Communications Advocacy Specialists") hereinafter referred to as "CASGS".

Whereas, OUA seeks to engage the services of an individual or firm to provide continuing Governmental and Legislative Services, to monitor legislative issues in Tallahassee, represent the OUA issues at the Florida Legislative Session and seek special Legislative Appropriation Funding; and

Whereas, CASGS also is a grant administration firm and will assist OUA as directed and needed in administering grants as may be appropriate; and

Whereas, the OUA voted in an official meeting of the OUA to contract the professional services of CASGS Governmental Services, LLC (CASGS) to provide continuing Governmental and Legislative Services, and to seek and administer special funding projects relating to improvements for OUA projects.

**SERVICES:** CASGS will provide the following services: Provide information and data to State and Regional agencies; Prepare as appropriate draft cooperative agreements for agencies involved and provide review for OUA; Provide appropriation and legislative language and, as may be needed, work with OUA staff; Attend and provide testimony at appropriate legislative subcommittee meetings; Attend and provide testimony at appropriate legislative committee hearings; Coordinate and solicit support from legislators and appropriate state agencies; Report findings to the OUA; Make necessary reports to appropriate Federal, State and Regional agencies; Administer the program/project and prepare and submit close-out documents as necessary.

**ADDITIONAL SERVICES:** CASGS will provide the following additional services: Investigate, and provide information to and assist as qualified OUA in applying for and obtaining grants, loans or a combination thereof from governmental agencies.

**COMPENSATION:** For the first year of such services, OUA shall pay to CASGS as long as the contract is in force, \$9,000.00 January 2017, \$9,000.00 February 2017, \$9,000.00 March 2017, \$9,000.00 April 2017. For each year thereafter, while the contract is in force, an annual retainer fee of \$36,000.00 in four (4) equal installments of \$9,000.00 each will be paid in January, February, March and April of each year.

CASGS will perform additional services, not covered in this agreement, as directed by OUA, at the rate of \$100.00 per hour.

**TERM:** This Agreement shall commence effective upon execution by both parties and shall be automatically renewed on an annual basis on the date hereof for two successive one year periods unless terminated as provided herein. Termination of this contract is permissible by either party upon written thirty day notice.

**NOTICES:** All notices to the parties under this Agreement shall be in writing and sent to:

**OUA:** Okeechobee Utility Authority  
Attn: Mr. John F. Hayford, Executive Director  
100 SW 5<sup>th</sup> Avenue,  
Okeechobee, FL 34974-4221

**CASGS:** CAS Governmental Services, LLC  
Attn: Mr. M. Dale Militia  
P. O. Box 35  
Canal Point, FL 33438

**INSURANCE:** CASGS agrees to maintain such insurance as will fully protect both CASGS and OUA from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage of property or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CASGS, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. CASGS agrees to provide OUA with evidence of the required coverage before CASGS begins work hereunder. In no event shall the insurance coverage required by the terms of this Agreement be in the amount of less than \$1,000,000.00 General Liability.

**INDEMNIFICATION:** Irrespective of any insurance carried by CASGS pursuant to this Agreement, CASGS shall indemnify and hold OUA harmless against and from the loss, cost, damage, or expense, including reasonable attorney's fees and court costs, arising out of any accident, casualty, or other occurrence causing injury to any person or property arising from CASGS's performance under this Agreement, by CASGS, its agents, employees, or subcontractors caused by or arising from any act of omission of CASGS, its agents, employees, or subcontractors including violation of any state statute, rule or regulation. CASGS shall further indemnify OUA against any claim that any product purchased or licensed by OUA from CASGS under this Agreement infringes a United States patent, trademark, or copyright, provided OUA gives CASGS written notice of any such claim not more than ten (10) days from the date the OUA knew or should have known of the claim, and cooperates fully with CASGS in the defense of such claim.

To the extent legally permissible, OUA shall indemnify and hold CASGS harmless against and from the loss, cost, damage, or expense, including reasonable attorney's fees and court costs, arising out of any incident beyond the control or without any fault of CASGS in connection with the performance by OUA of any requirements in connection with any grant appropriation contract awarded to OUA.

**Warranty:** CASGS cannot and does not make, nor imply, any form of warranty or guarantee regarding the outcome of any legislation, special funding or appropriation passage. **Termination:** Termination of this contract during the time that the Florida legislative is in session may be made only by mutual consent of both parties. Termination of this contract at any other time may be by either party with a thirty (30) day written notice to the other party. 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 payment for work already complete or substantially complete, or for funding approved or underway, nor shall termination deprive the OUA from work products already complete or substantially complete.

**INDEPENDENT CONTRACTOR:** CASGS is deemed to be an independent contractor and not a servant, employee, joint adventurer or partner of the OUA. No agent, employee, or servant of the CASGS shall be deemed to be the agent, employee, or servant of the OUA. CASGS will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. CASGS shall comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CASGS, its business, equipment or personnel engaged in operations covered by this Agreement or out of the performance of such operations. The OUA will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CASGS.

**PUBLIC RECORDS:** All reports and records required to be prepared or maintained by CASGS in the performance of this Agreement shall be deemed to be public records. CASGS shall allow public access to such documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. If CASGS should assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption shall be upon CASGS.

**LOBBYING:** CASGS shall comply with all state statutes, rules and regulations relating to lobbyists and lobbying, and shall indemnify and hold harmless the OUA for any loss, damage, fine or penalty resulting from a violation of same.

**MISCELLANEOUS PROVISIONS:**

**A. Severability.** If any term or provision of this Agreement is held invalid, or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable enforceable and in full force and effect to the extent permitted by law.

**B. Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. CASGS recognizes that any representations, statements or negotiations made by OUA staff does not suffice to legally bind the OUA in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized OUA representatives. This Agreement is binding upon the parties, their assigns and successors in interest.

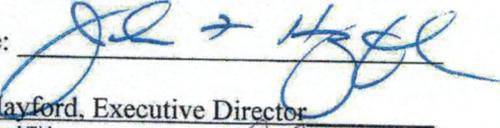
**C. Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation, at trial and all appellate levels.

**D. Law; Venue.** This Agreement is being executed in Okeechobee County, Florida and shall be governed in accordance with the laws of the State of Florida. Okeechobee County, Florida shall be the venue of any actions thereon.

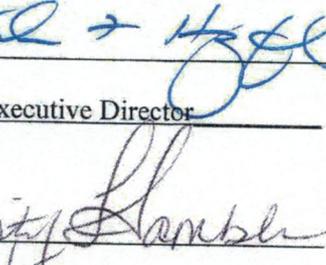
EFFECTIVE DATE: This contract shall become effective when executed.

Dated this 10<sup>th</sup> day of January, 2017.

FOR: OKEECHOBEE UTILITY AUTHORITY

Signature: 

John F. Hayford, Executive Director  
Printed Name and Title

Witness:   
Kristy Hamblen  
Printed Name

FOR: CAS GOVERNMENTAL SERVICE, LLC

Signature: 

M. Dale Milita, President  
Printed Name and Title

Witness:   
Connie Vanassche  
Printed Name