

	<p>CITY OF OKEECHOBEE 55 SE THIRD AVENUE OKEECHOBEE, FL 34974 Telephone: 863-763-3372 Fax: 863-763-1686</p>
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October 25, 2018

TO: CAS Governmental Services, LLC
P.O. Box 35
36910 3rd Street
Canal Point, FL 33438-0035

FROM: City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974

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

This Letter of Understanding amends the compensation section of the existing City of Okeechobee (City) Agreement with CAS Governmental Services, LLC, (CAS) which will now include a 'not-to-exceed' provision.

The following is hereby agreed:

Upon execution of this Letter of Understanding, the Date of Service and Compensation provision of the current agreement between the City and CAS shall be extended and revised to for one additional year and incorporate the 'not-to-exceed' provision wherein it is understood and agreed that CAS total billable expenses and retainer fees to the City for services rendered in the fiscal year October 1, 2018 through September, 2019 shall not exceed Eighteen Thousand Dollars (\$18,000). All other aspects of the existing Agreement remain as agreed.

FOR: CITY OF OKEECHOBEE

FOR: CAS Governmental Services

Signature

Signature

Marcos Montes De Oca
City Administrator

M. Dale Milita, President

Printed Name & Title

Printed Name & Title

Date: 10/30/2018

Date: Oct. 25, 2018



CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Telephone: 863-763-3372 Fax: 863-763-1686

OCTOBER 1, 2017

TO: CAS Governmental Services, LLC
P O Box 35
36910 3rd Street
Canal Point, FL 33438-0035

FROM: City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974

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

This Letter of Understanding amends the compensation section of the existing City of Okeechobee (City) Agreement with CAS Governmental Services, LLC, (CAS) which will now include a 'not-to-exceed' provision.

The following is hereby agreed:

Upon execution of this Letter of Understanding, the Compensation provision of the current agreement between the City and CAS shall be repealed and/or revised to incorporate a 'not-to-exceed' provision wherein it is understood and agreed that CAS total billable expenses and retainer fees to the City for services rendered in the fiscal year October 1, 2017 through September 30, 2018 shall not exceed Eighteen Thousand Dollars (\$18,000). All other aspects of the existing Agreement remain as agreed.

FOR: CITY OF OKEECHOBEE

Signature

Marcos Montes De Oca
City Administrator
Printed Name & Title

Date: 10/6/17

FOR: CAS Governmental Services

Signature

M. Dale Milina, President
Printed Name & Title

Date: 10-6-17

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 Okeechobee, 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 Okeechobee, Florida.

Whereas, the CITY voted in an official meeting of the City of Okeechobee 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 Okeechobee, 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. See Attachment A

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: CASGS 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 \$18,000.00 to be paid upon invoice monthly.

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.

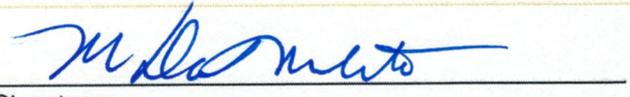
EFFECTIVE DATE: This contract shall become effective when executed.

Dated this 3rd day of January, 2017.

FOR: CITY OF OKEECHOBEE

FOR: CAS GOVERNMENTAL SERVICES, LLC


Signature:

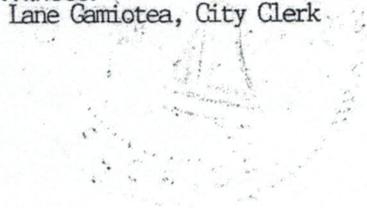

Signature:

Dowling R. Watford, Jr., Mayor
Printed Name & Title

M Dale M. I. ta President
Printed Name & Title


Witness:
Lane Camotea, City Clerk

Connie Vanassche
Witness:



ADDENDUM NO. 1
LEGISLATIVE SERVICES AGREEMENT
BETWEEN
THE CITY OF OKEECHOBEE
AND CAS GOVERNMENTAL SERVICES, LLC

THIS ADDENDUM to the contract for legislative services with CAS Governmental Services., LLC, dated this 1st day of November, 2016, and the terms herein are incorporated by reference and made a part of the renewal Letter of Understanding relating to revision of compensation to current legislative services agreement with the professional firm/contractor.

1. The 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 RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF OKEECHOBEE AT:

CITY CLERK'S OFFICE
55 S.E. 3RD Avenue
Okeechobee, FL. 34972
(863) 763-3372 ext. 215
lgamiotes@cityofokeechobee.com

2. 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. 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 this contract term and following

completion of the contract if the contractor does not transfer the records to the City.

- c. 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.

3. 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.

4. 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.

IN WITNESS WHERE OF, the CITY and the Professional have made and executed this Addendum to the Contract:

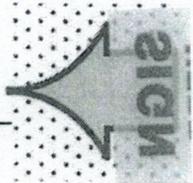
AS TO THE CITY:

ATTEST:

Lane Gamiotea
Lane Gamiotea, CMC, City Clerk

James E. Kirk
James E. Kirk, Mayor

Date: November 1, 2016



REVIEWED FOR LEGAL SUFFICIENCY:

John R. Cook
John R. Cook, City Attorney

AS TO THE PROFESSIONAL:

M. Dale Mivita
(Signature)

M. Dale Mivita, President
(Printed Name & Title)

Date: 11-2-16