

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Thomas J. Willi, Town Administrator 797-1035

PREPARED BY: Kenneth C. Cohen, Assistant Town Administrator

SUBJECT: Resolution

AFFECTED DISTRICT: n/a

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ENTERING INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND MITCHELL CEASAR TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES.

REPORT IN BRIEF: This resolution is necessary to approve a contract between the Town and Mitchell Ceasar to provide lobbying services. The scope of services shall include the Broward County Commission, the Broward County School Board, investigation of the availability of program funding sources and lobbying to secure funding allocations by local bill or grant approval by Broward County, the State of Florida or the federal government.

PREVIOUS ACTIONS: The Town Council approved a resolution (R-2001-180) to create a list of qualified lobbyists to represent the Town on June 20, 2001. On November 20, 2001, the Town Council approved a resolution R-2001-313 entering into a 12 month agreement with Mitchell Ceasar for lobbying services.

CONCURRENCES: not applicable

FISCAL IMPACT:

Has request been budgeted? Partially funded
If yes, expected cost: \$3,000/month; no additional compensation for expenses unless by original receipt for monies expended
Account Name: Legislative Services/Miscellaneous Account (\$15,000)
Contingency (\$21,000)

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution and Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ENTERING INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND MITCHELL CEASAR TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES.

WHEREAS, it is in the best interest of the Town of Davie to obtain a lobbying consultant to represent the Town of Davie before the Broward County Commission, and the Broward County School Board;

WHEREAS, it is in the best interest of the Town of Davie to investigate the availability of program funding sources and then lobbying to secure such funding allocations by local bill or grant approval by Broward County, the State of Florida or the federal government; and

WHEREAS, the attached agreement (attached hereto as Exhibit A) provides for consultant services; and

WHEREAS, the expenditure of these funds for this representation will be expensed under the Legislative Services/Miscellaneous Account.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town of Davie does hereby approve the agreement between the Town of Davie and Mitchell Ceasar, attached hereto as Exhibit A.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002

AGREEMENT

THIS AGREEMENT made and entered into by and between the Town of Davie, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN" and Mitchell Ceasar, an individual, hereinafter referred to as "CONSULTANT."

IN CONSIDERATION OF THE MUTUAL COVENANT AND PROMISES which the parties set forth below, TOWN and CONSULTANT agree as follows:

1. EMPLOYMENT OF CONSULTANT

TOWN hereby employs CONSULTANT for the purpose of providing lobbying services as may be directed by the TOWN through the office of the Town Administrator. Such service scope shall include the Broward County Commission and the Broward County School Board. Additionally, CONSULTANT shall investigate the availability of program funding sources and lobbying to secure funding allocations by either local bill or grant application approval by Broward County, the State of Florida or the Federal Government.

CONSULTANT agrees that all reports and communications from the CONSULTANT will be directed to the Town Administrator. CONSULTANT shall submit monthly written reports to the Town Administrator and Town Council detailing plans, efforts and accomplishments on behalf of the TOWN. The report shall document all meetings and all relevant verbal and written communications carried out pursuant to this Agreement, if applicable. CONSULTANT agrees to appear periodically at Town Council meetings to formally report on his activities.

2. COMPENSATION

TOWN agrees to pay CONSULTANT at a rate of THREE THOUSAND DOLLARS (\$3,000.00) per month. CONSULTANT agrees to submit monthly written invoices to the Town Administrator.

No additional compensation for expenses is authorized by the terms of this Agreement, unless by original receipt for monies expended. Additional compensation for expenses will not exceed ONE THOUSAND DOLLARS (\$1,000.00).

3. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Administrator and Town Council.

4. CONSULTANT WITHOUT AUTHORITY TO BIND TOWN

TOWN and CONSULTANT agree that notwithstanding any other terms or provisions of

this Agreement, CONSULTANT is without authority to bind the TOWN to any obligations, pledge, agreement or covenant. All final action of the TOWN, required as a result of CONSULTANT's services, shall be approved by either the Town Administrator or the Town Council as appropriate under law.

5. TERMINATION

This Agreement may be terminated by the TOWN upon 30 days written notice by the TOWN to the CONSULTANT of such termination in which event the CONSULTANT shall be paid his compensation for services performed to termination date. All finished or unfinished documents, studies, memorandums, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN.

6. INDEMNIFICATION OF TOWN

CONSULTANT, by execution of this Agreement, agrees to indemnify and save harmless and defend TOWN, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or act of CONSULTANT, its agents, servants or employees in the performance of services under this Agreement.

7. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested. The parties designate the following as the respective places for giving of notice, to-wit:

TOWN OF DAVIE

Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

CONSULTANT

Mitchell Ceasar
8181 West Broward Blvd.
Suite 201
Plantation, Florida 33324

8. MODIFICATION

Any provision, covenant or condition of this Agreement may not be modified or waived unless in writing and duly executed by both parties to this Agreement.

9. EFFECTIVE DATE

This Agreement shall be effective _____, 2002 and shall terminate on _____, 2003, unless earlier terminated by the TOWN pursuant to Article 5.

10. SEVERABILITY

All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a Court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

11. COMPLETE AGREEMENT IN WRITTEN DOCUMENT

This written Agreement embodies the whole Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either TOWN or CONSULTANT other than contained herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

TOWN

TOWN OF DAVIE

By: _____
HARRY VENIS
MAYOR

This ____ day of _____, 2002

By: _____
THOMAS J. WILLI
TOWN ADMINISTRATOR

This ____ day of _____, 2002

ATTEST:

RUSSELL MUNIZ
TOWN CLERK

CONSULTANT

ATTEST:

MITCHELL CEASAR

PRINTED SIGNATURE

This ____ day of _____, 2002