

**NCGA**  
1500 Massachusetts Ave, NW # 840  
Washington, D.C. 20005

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This Consulting Agreement ("Agreement") is made and effective March 15, 2021

**BETWEEN:** **NCGA** (the "Consultant"), a company organized and existing under the laws of the State of Florida, with its head office located at:

1500 Massachusetts Ave, NW #840  
Washington, D.C. 20005

**AND:** **TOWN OF MIAMI LAKES** (the "Client") organized and existing under the laws of the State of New Jersey, with its head office located at:

6601 Main Street  
Miami Lakes, FL 33014

WHEREFORE, on March 9, 2021, Councilmember Josh Dieguez presented this as a new business item to the Town Council of Miami Lakes; and

WHEREFORE, Chapter 2, Article V, Division 2, Section 2-155(d) of the Town Code provides authority for the Town Manager, with approval by the Town Council, to waive the requirements of Chapter 2, Article V, Division 2, Section 2-155 where the Town Manager has made a written recommendation that, based on specific circumstances, it is not practical to comply with the requirements of this Section; and

WHEREFORE, based on the Town's need and the unique expertise of the Consultant, it is not practical to comply with the Town's procurement process and the Town Council has authorized the Town Manager to execute an Agreement with the Consultant; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

#### 1. CONSULTATION SERVICES

The client hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement:

- a. Federal relations and lobbying services on behalf of the Town of Miami Lakes
- b. Advocacy services will include lobbying with the various federal governmental agencies as needed to ensure the best outcome for the Town of Miami Lakes
- c. The Town's representative during the performance of this Agreement shall be Edward Pidermann or designee, telephone number 305-364-6100
- d. The Consultant's representative / liaison during the performance of this Agreement shall be TC Wolfe, telephone number 202-600-7269

#### 2. TERMS OF AGREEMENT

The initial term of this Agreement is from **March 15, 2021**, through **March 14, 2022**. Either party may cancel this agreement with 30 days' notice to the other party in writing, by certified mail or personal delivery. The Consultant's mailing address is 1500 Massachusetts Ave, NW #840, Washington, D.C. 20005

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### **3. PAYMENT TO CONSULTANT**

The Consultant will be paid \$4,000.00 per month due on the 1<sup>st</sup> of each month for the first six months of this Agreement. The monthly retainer of \$4,000.00 per month for six months equals \$24,000.00. The Consultant will be paid \$5,000.00 per month due on the 1<sup>st</sup> of each month for the second six months of this Agreement. The monthly retainer of \$5,000.00 per month for six months equals \$30,000. The twelve-month Agreement equals \$54,000.00 in total in compensation for the Consultant.

### **3. INDEPENDENT CONTRACTOR**

Both the client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the Consultant's activities in accordance with this agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

### **4. CONFIDENTIAL INFORMATION**

The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this Agreement, which concerns the personal, financial, or other affairs of the company will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms, or organizations.

### **5. PUBLIC RECORDS**

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Consultant which relate in any way to the Agreement. The Consultant agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

Upon termination by the Town or final completion of the Agreement, the Consultant must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Consultant and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Consultant will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Consultant must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Agreement for the refusal by the Consultant to comply with Chapter 119, Florida Statutes. The Consultant must retain all other records associated with this Agreement for a period of five (5) years from the date of termination.

**Should the Consultant have any questions related to the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this Agreement, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or [clerk@miamilakes-fl.gov](mailto:clerk@miamilakes-fl.gov).**

### **6. INDEMNIFICATION**

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The Consultant will hold harmless, indemnify the Town, its officials, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant. The Consultant will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation, reasonable attorney's and appellate attorney's fees, and judgements which may issue thereon. The Consultant's obligation under this clause will not be limited in any way by the agreed upon Agreement value, or the Consultant's limit of, or lack of, sufficient insurance protection and applies to the full extent that is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants, or representatives.

**7. EMPLOYMENT OF OTHERS**

The Consultant may from time to time arrange for the services of others. All costs to the Consultant for those services will be paid by the client but in no event, shall the Consultant employ others without the prior authorization of the client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

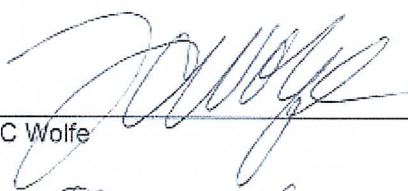
Town of Miami Lakes

  
\_\_\_\_\_  
Edward Pidermann  
**Edward Pidermann  
Town Manager**

Print Name

\_\_\_\_\_  
Date 4/27/2021

NCGA

  
\_\_\_\_\_  
TC Wolfe  
TC Wolfe

Print Name

\_\_\_\_\_  
Date 4.23.21