VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager
Genaro "Chip" Iglesias

November 2, 2007

MEMORANDUM

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias
Village Manager

RE: Videography Services

RECOMMENDATION
It is recommended the Village Council approve the agreement between Jorge Mora and the Village for Videography Services.

BACKGROUND
Mr. Mora has served as the Village's videographer since 2000. He will continue to film and broadcast all Village Council Meetings, special events and government functions; prepare and copy videocassettes/DVD's; and provide and videography related services which are necessary as determined by the Village Manager.

Funding for this agreement will be taken from the Village Clerk's Videography line item. Mr. Mora's fee will remain at $35.00 per hour. The cost of this agreement will not exceed $50,000 a year.

88 West McIntyre Street • Suite 210 • Key Biscayne, Florida 33149 • (305) 365-5500 • Fax (305) 365-8936
MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."
www.keybiscayne.fl.gov

RESOLUTION NO. 2007-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND JORGE MORA CONCERNING VIDEOGRAPHY SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council desires to continue to obtain the professional services of Jorge Mora (the "Consultant") concerning the provision of specialized videography services to the Village; and

WHEREAS, the Village Council finds that approval of the attached Professional Services Agreement between Consultant and the Village is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Agreement Approved.** That certain Village of Key Biscayne Agreement for Professional Services (the "Agreement"), in substantially the form attached hereto, is hereby approved, and the Village Manager and Village Clerk are authorized, in their respective capacities, to execute the Agreement on behalf of the Village, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. **Implementation.** That the Village Manager and Village Attorney are hereby authorized to take any necessary action to implement the Agreement and this Resolution.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 13th day of November, 2007.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

103.001/Resolutions/Professonal Services Agreement with Jorge Mora 11-2-07

VILLAGE OF KEY BISCAYNE
AGREEMENT
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into as of the 1st day of October , 2007, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and JORGE MORA, (the "CONSULTANT").

RECITALS:

The VILLAGE wants to continue to engage the CONSULTANT to perform certain professional services for the VILLAGE, consisting of all videography services required by the VILLAGE as specifically described below (the "Specified Services"). The CONSULTANT wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. The CONSULTANT agrees to provide the Specified Services upon written request from the Village Manager. CONSULTANT shall provide the Specified Services as an independent contractor for the VILLAGE.

B. The Specified Services to be provided by CONSULTANT shall include, but not be limited to, the following:

1. Filming of all meetings of the Village Council;

2. Filming of all special events or public service messages, as requested by the Village Manager;

3. Provision of videography services at Village government functions, as requested by the Village Manager;

4. Provision of videography services for training of Village employees, as requested by the Village Manager;

5. Provision of any necessary services to provide for the broadcast of Village Council meetings and Village functions and special events, as requested by the Village Manager;

6. Preparation and handling of copies of video cassettes and/or video discs in accordance with the requirements of the Village Manager;

7. Provide assistance to the Village Clerk in complying with any public records requests concerning copies of videographic materials which constitute public records;

8. Any and all videography related services which are necessary to effectuate the purposes of this Agreement, as determined and requested by the Village Manager.

C. CONSULTANT may utilize VILLAGE's video equipment for the purposes of providing the Specified Services.

2. **FEES FOR SERVICES**

The CONSULTANT agrees to charge the VILLAGE for the performance of the Specified Services which are provided by CONSULTANT, in accordance with the fee schedule of Thirty Five ($35.00) Dollars per hour, plus reasonable and

necessary costs as approved by the Village Manager. Fees and costs shall be invoiced each month by CONSULTANT. Billing statements shall also reflect a detailed record of time expended by CONSULTANT in providing the Specified Services. The total fees payable during the Agreement term shall not exceed an aggregate amount of Fifty Thousand ($50,000.00) Dollars.

3. **TERM**

The duration of the term of this Agreement shall commence on October 1, 2007 and shall terminate on September 30, 2008, unless further extended by the mutual written consent of the CONSULTANT and Village Manager or earlier terminated pursuant to Section 6.

4. **ASSIGNMENT**

This Agreement involves skilled personal services and shall not be assignable by the CONSULTANT.

5. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the

award or making of this Agreement.

6. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon thirty (30) days written notice with or without cause and by the CONSULTANT upon thirty (30) days written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of Paragraph 2 above, for all acceptable work performed up to the date of termination.

7. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

8. **RECORDS**

All original videotapes, discs, photographs, films or other documents and materials (the "Materials") that result from the CONSULTANT providing Specified Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such Materials shall be delivered to the VILLAGE by the CONSULTANT. The VILLAGE shall have the exclusive right to utilize any of the Materials which are created or produced by CONSULTANT during the course of the provision of the

Specified Services, for the VILLAGE's purposes as determined by the Village Manager.

9. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for Village hereunder.

10. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

11. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village:

Genaro " Chip" Inglesias
Village Manager
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

With a copy to: Stephen J. Helfman, Esq. and
David M. Wolpin, Esq.
Village Attorneys
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
2525 Ponce De Leon Blvd
Coral Gables, Florida 33134

Consultant: Jorge Mora

_____

_____

12. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

JORGE MORA

By:_____
Jorge Mora

VILLAGE:

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By:_____
Genaro "Chip " Inglesias,
Village Manager

Attest:_____
Village Clerk

Approved as to Form and Legal Sufficiency:

_____

Village Attorney

F:/103.001/Agreements/Agreement for Professional Services with Jorge Mora 11-02-07.