RESOLUTION NO. 17-07-48

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND ROGET BRYAN FOR LEGISLATIVE AIDE SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2016, Village Council of Islamorada, Village of Islands (the “Village Council”) expressed a desire to engage the services of a part-time legislative aide; and

WHEREAS, on December 15, 2016, the Village Council unanimously decided that instead of hiring a new employee as a Legislative Aide, that the duties be assigned to Village Attorney Roget Bryan for a one-year trial period; and

WHEREAS, during the 2017 legislative session, the Village Attorney has worked with the Village’s federal and state lobbyists to represent the Village’s interests before the Florida Legislature and US Congress as well as with other agencies and governmental entities; and

WHEREAS, the Village Attorney has made visits to the State Capitol and Washington D.C. to lobby for Islamorada’s interests, has tracked pertinent legislation during the 2017 legislative session and provided regular updates the Village Council on matters important to the Village; and

WHEREAS, the aforementioned services are outside of the scope of the Village Attorney’s employment agreement and departmental budget, and the Village Manager and Village Attorney have recommended that separate agreement for legislative aide services be drafted and approved, and that the budgeted funds be transferred into the Village Attorney’s budget; and
WHEREAS, the Village Attorney has prepared an Agreement for the services (the “Agreement”) attached hereto as Exhibit 1; and

WHEREAS, the Village Attorney has agreed to provide the Services described in the Agreement and at the budgeted compensation provided for therein; and

WHEREAS, the Village Council has determined that entering into the Agreement and a waiver of competitive bidding for the services to be provided is in the best interest of the Village.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true, correct and incorporated herein by this reference.

Section 2. Approval of Agreement. The Village Council hereby approves the Agreement between Islamorada, Village of Islands and Roget Bryan (the “Agreement”), a copy of which is attached hereto as Exhibit “A,” together with such non-material changes as may be approved as to form and legality by the Village Attorney. The Mayor is hereby authorized to execute the Agreement on behalf of the Village.

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 4. Waiver of Competitive Bidding. In accordance with Section 2-328(1) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code.

Section 5. Effective Date. This resolution shall become effective immediately upon its adoption.
Motion to adopt by Councilwoman Deb Gillis, second by Councilman Mike Forster.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Mayor Jim Mooney        YES
Vice Mayor Chris Sante  YES
Councilman Mike Forster  YES
Councilwoman Deb Gillis  YES
Councilwoman Cheryl Meads NO


JIM MOONEY, MAYOR

ATTEST:

KENLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY
AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
ROGET V. BRYAN
FOR LEGISLATIVE AIDE SERVICES

THIS AGREEMENT is made between ROGET V. BRYAN ("Bryan"), and ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipal corporation (the "Village").

WHEREAS, Bryan and the Village, have agreed upon a Scope of Services and Fee for Legislative Aide Services for the Village as set forth in Exhibit "A" hereto and incorporated herein by reference; and

WHEREAS, the Village desires to engage Bryan to perform the Services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Bryan and the Village agree as follows.

1. **Scope of Services (the "Services").**

   1.1 Bryan agrees to provide legislative aide services for the Village before the Florida Legislature, the executive branch of the Florida Government and various regional and governmental entities. All services will be performed within the function of the Village Attorney’s Department.

   1.2 Specifically, Bryan shall provide the following Services:

      1.2.1 Represent the Village’s interests before the Florida Legislature and any executive branch, body and/or other entity that could be of benefit to the Village’s interests.

      1.2.2 Monitor and track all legislation of interest to the Village.

      1.2.3 Provide periodic reports during the legislative sessions to the Village Council on all legislation being tracked. During the legislative session, more frequent reports may be provided on specific bills identified by Bryan as having a direct impact on the Village.

      1.2.4 Attend staff meetings, workshops or Council meetings at the request of the Village Council or Village Manager.
1.2.5 Such other legislative duties as may be contemplated by the Village Council and agreed to by the Village Attorney.

2. **Terms/Commencement Date.**

2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective retroactive to December 16, 2016 and shall continue through September 30, 2017 (the “Term”).

2.2 Notwithstanding the above defined Term, the Village Council may, at any time, conduct a review of Bryan’s performance and may elect to terminate the Agreement in accordance with Section 4.1.

2.3 The Village shall have an option to extend the term of this Agreement for successive one (1) year periods [the “Renewal Term(s)’”].

2.4 Each Renewal Term shall be effective upon receipt of a written notice from the Village Manager to Bryan, received no later than the date of expiration of the current Term or Renewal Term.

3. **Compensation and Payment.**

3.1 For the Services provided by Bryan as described in Section 1 during Fiscal Year 2016-17, the Village shall pay Bryan compensation as budgeted by the Village Council for FY 2016-17 in an amount not to exceed Thirty Thousand Dollars ($30,000.00) for the Term. Compensation for any Renewal Term shall be by mutual agreement of the parties.

3.2 Bryan shall additionally be entitled to reimbursement of reasonable expenses, including travel expenses and lobbyist registration fees incurred directly on behalf of the Village, provided that any such expense is first approved in writing by the Village Manager.

3.3 Bryan shall remit approved travel reimbursements with appropriate receipts for the same to document the expense.

4. **Termination.**

4.1 Notwithstanding the provisions of Section 2, either party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other party.

4.2 In the event of such termination, the Village shall be obligated to Bryan only for the pro-rated compensation incurred prior to the termination date.
5. **Nondiscrimination.**

5.1 During the term of this Agreement, Bryan shall not discriminate against any of its employees or applicants for employment because their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

6. **Attorneys Fees and Waiver of Jury Trial.**

6.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

6.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

7. **Indemnification.**

7.1 Bryan shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, directly caused by Bryan's negligent acts, errors, or omissions in the performance or non-performance of any provisions of this Agreement.

7.2 The provisions of this Section shall survive termination of this Agreement.

8. **Notices/Authorized Representatives.**

8.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by private postal service or by registered or certified mail with postage prepaid return receipt requested, addressed to the parties (or their successors) at the following addresses.

For the Village: Seth Lawless, Village Manager
Islamorada, Village of Islands, Florida
86800 Overseas Highway
Islamorada, Florida 33036
8.2 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or, if in Federal Court, the Southern District of Florida.

9. Entire Agreement/Modification/Amendment.

9.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

9.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this Agreement.


10.1 Bryan shall comply with the applicable provisions of Chapter 119, Florida Statutes.


11.1 This Agreement shall not be assignable.

12. Severability.

12.1 If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

13. Compliance with Laws.

13.1 Bryan shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.
14. **Waiver.**

14.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

15. **Survival of Provisions.**

15.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

16. **Counterparts.**

16.1 This Agreement may be executed in several counterparts, each of which shall be signed by each party and be deemed original and such counterparts shall constitute one and the same instrument.

This space is intentionally left blank
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, and by Bryan set forth below.

Attest:

Kelly Toth, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By:

Jim Mooney, Mayor

Date: July 18, 2017

Approved as to Form and Legality
For the Use and Benefit of Islamorada,
Village of Islands Only

Village Attorney

ROGET V. BRYAN

By:

Roget V. Bryan

Date: 7/18/17