RESOLUTION NO. 15-10-101

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL STATE LOBBYING SERVICES BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND CAPITOL INSIGHT LLC; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SECOND AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE SECOND AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) has engaged the services of a Professional State Lobbying Firm since April 2010; and

WHEREAS, Village officials made frequent visits to the State Capitol to lobby for Islamorada’s interests, especially with regard to wastewater matters and wastewater funding; and

WHEREAS, during the 2012 and 2014 Florida Legislative sessions, lobbying efforts were essential to the cumulative $27 million Mayfield Grant funding appropriated directly to the Village by the Florida Legislature and subsequently included in the Governors final budgets; and

WHEREAS, Village officials became aware of services provided by Capitol Insight, LLC (the “Consultant”) that could be of special benefit to the Village in its efforts to obtain additional wastewater funding and RESTORE Act funding; and

WHEREAS, the Village entered into a Professional State Lobbying Consulting Services Agreement (the “Agreement”) with the Consultant on October 31, 2013; and

WHEREAS, the intent of the Agreement is to provide consulting and representative services for the Village’s interests before the Florida Legislature and any executive branch, body and other agencies and governmental entities (the “Services”); and
WHEREAS, the Consultant also represents Monroe County in its state lobbying efforts and is uniquely familiar with the State Wastewater Funding Distribution Agreement agreed upon and supported by the Village; and

WHEREAS, the Consultant engages a full staff of professional lobbyists with experience and expertise to achieve results for Islamorada; and

WHEREAS, state lobbying efforts during the 2016 Florida Legislative Session are considered essential to Islamorada and the Florida Keys as the Florida Legislature will be requested to provide funding for stormwater projects and land acquisition; and

WHEREAS, in accordance with the provisions of the Agreement, the Village has the option to extend the term of the Agreement for successive one (1) year periods at a mutually agreed upon rate; and

WHEREAS, the Village entered into a First Amendment to the Agreement in October 2014, the term of which shall expire on October 31, 2015; and

WHEREAS, the Consultant has agreed to provide the services described in the Agreement for an additional one (1) year period; and

WHEREAS, the Village Council finds that approval of the Second Amendment to the Agreement (“Second Amendment”) attached hereto 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 and correct and are incorporated herein by this reference.
Section 2. Approval of Second Amendment. The Village Council hereby approves the Second Amendment to the Professional State Lobbying Services Agreement, a copy of which is attached as Exhibit “A”, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Second Amendment.

Section 4. 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 Second Amendment.

Section 5. Execution of Agreement. The Village Manager is hereby authorized to execute the Second Amendment on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Second Amendment and to execute any extensions and/or amendments to the Second Amendment, subject to the approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of October, 2015.

Motion to adopt by Vice Mayor Deb Gillis, second by Councilman Jim Mooney.
FINAL VOTE AT ADOPTION

Mayor Mike Forster  YES
Vice Mayor Deb Gillis  YES
Councilman Jim Mooney  YES
Councilman Chris Sante  YES
Councilman Dennis Ward  YES

MIKE FORSTER, MAYOR

ATTEST:

KELLY TOOTH, VILLAGE CLERK

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

ROGET V. BRYAN, VILLAGE ATTORNEY
SECOND AMENDMENT TO
PROFESSIONAL STATE LOBBYING CONSULTING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
CAPITOL INSIGHT, LLC

THIS AGREEMENT is made between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipal corporation (the "Village") and CAPITOL INSIGHT, LLC, a Florida Corporation, (the "Consultant"), and.

WHEREAS, following the adoption of Resolution No. 13-10-82 by the Village Council on October 23, 2013, the Consultant and the Village, through mutual negotiation, agreed upon Scope of Services and Fee for Professional State Lobbying Services for the Village and entered into a Professional State Lobbying Consulting Services Agreement (the "Agreement") on October 31, 2013 and a First Amendment to the Agreement on October 8, 2014; and

WHEREAS, in accordance with the provisions of the Agreement, attached hereto as Exhibit 1, the Village has the option to extend the term of the Agreement for successive one (1) year periods at a mutually agreed upon rate; and

WHEREAS, the Agreement and the First Amendment are attached hereto as composite Exhibit "1"; and

WHEREAS, the Village desires to engage the Consultant to perform the Services for an additional one (1) year term; and

WHEREAS, the Consultant has agree to provide the services described in the agreement for an additional one (1) year term; and

WHEREAS, the parties desire to enter into this Second Amendment to modify the term of the Agreement.

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

Section 1. Amendment to Agreement. The Agreement is amended to read as follows:

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2. **Terms/Commencement Date.**

2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective November 5, 2010 and shall continue through October 31, 2016 (the “Term”).

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**Section 2. No Further Modifications.** All other terms and conditions of the existing Agreement not in conflict or superseded by this Second Amendment shall remain in full force and effect as if set for the herein.

**Section 3. Effective Date.** This Second Amendment shall be effective on the date first written above.

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

Attest: 

[Signature]
Kelly Toth, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: [Signature]
Maria T. Aguilar, Village Manager

Date: 10/6/2015

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

Roget V. Bryan, Village Attorney