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

WHEREAS, Village officials have made frequent visits to Tallahassee and Washington D.C. to lobby for Islamorada's interests, especially with regard to wastewater matters and wastewater funding; and

WHEREAS, during the 2012 Florida Legislative session, lobbying efforts were essential to the $20 million Mayfield Grant funding appropriated directly to the Village by the Florida Legislature and subsequently included in the Governor's final budget; and

WHEREAS, in 2013, Florida Keys municipalities and entities began working collectively to lobby for the remaining $150 million Mayfield Grant funding and entered into a mutually agreed upon State Wastewater Funding Distribution Agreement; and

WHEREAS, on October 31, 2013, the Village entered into a Professional State Lobbying Consulting Services Agreement (the "Agreement") with Capitol Insight, LLC whereby Capitol Insight provided consulting and representative services for the Village’s interests before the
Florida Legislature and any executive branch, body and other agencies and governmental entities; and

WHEREAS, during the 2016 legislative session, the lobbying efforts of Capitol Insight were essential to the Village successfully securing funding through the passage of the Florida Keys Stewardship Act ("FKSA"); and

WHEREAS, state lobbying efforts during the 2017 Florida Legislative Session are considered essential to the Village and the Florida Keys as the Florida Legislature will be requested to provide funding through the FKSA for stormwater and canal restoration projects as well as land acquisition; and

WHEREAS, in 2016, Capitol Insight joined with GrayRobinson, P.A., ("GrayRobinson") a full-service law firm with 13 offices throughout the State of Florida; and

WHEREAS, after the merger with Capitol Insight, GrayRobinson’s government relations and lobbying practice is the largest such practice of any law firm in Florida and one of the largest groups of legislative and executive branch lobbyists in the state; and

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

WHEREAS, GrayRobinson desires to continue to provide the same scope of lobbying services to the Village as did Capitol Insight, specifically, consulting and representing the Village’s interests before the Florida Legislature and any executive branch, body and other agencies and governmental entities (the "Services"); and

WHEREAS, the Village Attorney has prepared a Professional State Lobbying Consulting Services Agreement (the "Agreement") attached hereto as Exhibit 1; and
WHEREAS, GrayRobinson has agreed to provide the Services described in the Agreement and at the compensation set forth in the Agreement; and

WHEREAS, the Village Council has determined that entering into the Agreement with the GrayRobinson 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 Agreement. The Village Council hereby approves the Agreement for Professional State Lobbying Services, a copy of which is attached as Exhibit 1, 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 her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

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 Agreement.

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

Section 6. 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 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Vice Mayor Jim Mooney, second by Councilman Mike Forster.

FINAL VOTE AT ADOPTION

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

PASSED AND ADOPTED this 22nd day of September, 2016.

DEB GILLIS, MAYOR

ATTEST:

KELLY JOOTH, VILLAGE CLERK

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

ROGET V. BRYAN, VILLAGE ATTORNEY
1.2.5 Provide reports no less than weekly during the legislative sessions and periodic reports as appropriate during non-session months to the Village Manager and Village Attorney on all legislation being of interest to the Village.

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

1.2.3 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 report on all programs of interest to the Village, especially those related to wastewater funding matters.

1.2.1 Assist the Village in developing a wastewater oriented legislative program.

1.2 Specifically, the Consultant shall provide the following Services.

1.1 The Consultant agrees to provide consulting and representative services for the Village before the Florida Legislature, the executive branch of the Florida Government and various regional and governmental entities.

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

1. Scope of Services (the “Services”).

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

WHEREAS, the Consultant and the Village, through mutual negotiation, have agreed upon Scope of Services and Fee for Professional State Lobbying Services for the Village as set forth in Exhibit “A” hereto and incorporated herein by reference; and

PROFESSIONAL STATE LOBBYING CONSULTING SERVICES AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND GRAYROBINSON, P.A.

THIS AGREEMENT is made between GRAYROBINSON, P.A., a Florida Corporation, (the “Consultant”), and ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipal corporation (the “Village”).
3.3 The Consultant shall remit monthly invoices for services rendered and shall include any approved travel reimbursements with appropriate receipts for the same to document the expense.

3.2 The Consultant 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.

3.1 For all of the Services provided by the Consultant as described in Section 1, the Village shall pay the Consultant compensation of Twenty-Four Thousand Dollars ($24,000.00) for the Term payable monthly in twelve (12) equal payments of Two Thousand Dollars ($2,000.00). Compensation for any Renewal Term shall be by mutual agreement of the parties.

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

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

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

2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective October 1, 2016 and shall continue through September 30, 2017 (the “Term”).

1.2.7 Attend staff meetings, workshops or Council meetings in Islamorada at the Village Manager’s request.

1.2.6 Host Village officials who visit Tallahassee on Village business and arrange all necessary and appropriate meetings.

2. Terms/Commencement Date.

1.2.5 Track and report the status of key legislation identified by the Consultant, including bills of interest to the Village. During the legislative session, more frequent reports may be provided on specific bills identified by the Consultant as having a direct impact on the Village. All such reports shall be sent electronically.

1.2.4 Attend staff meetings, workshops or Council meetings in Tallahassee at the Village Manager’s request.

1.2.3 Host Village officials who visit Tallahassee on Village business and arrange all necessary and appropriate meetings.
3.4 Compensation to the Consultant shall be payable in accordance with the Florida Prompt Payment Act.

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 the Consultant only for the pro-rated monthly compensation incurred prior to the termination date.

5. **Insurance.**

5.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below naming the Village as an additional insured entity, underwritten by a firm qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall include a minimum of the following.

5.1.1 **Commercial General Liability.** Commercial general liability insurance with limits of liability not less than One Million Dollars ($1,000,000.00).

5.1.2 **Worker’s Compensation and Employer’s Liability Insurance.** Worker’s Compensation Insurance for statutory limits as required by applicable State and Federal laws.

5.1.3 **Employer’s Liability Insurance.** Employer’s Liability Insurance shall be provided at the statutory coverage amount with a minimum of One Hundred Thousand Dollars ($100,000.00) per accident. The Consultant shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

5.2 Certificates of insurance shall be provided to the Village at the time of execution of this Agreement as well as certified copies, as requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days’ written notice shall be provided to the Village before any policy or coverage is cancelled or restricted.
6. **Nondiscrimination.**

6.1 During the term of this Agreement, the Consultant 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.

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

7.1 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.

7.2 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.

8. **Indemnification.**

8.1 The Consultant 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 the Consultant's negligent acts, errors, or omissions in the performance or non-performance of any provisions of this Agreement, including but not limited to, liabilities arising from contracts between the Consultant and its employees, volunteers or agents. The Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any judgment or damages directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of this Agreement.

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

9. **Notices/Authorized Representatives.**

9.1 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.
10. **Governing Law.**

10.1 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.

11. **Entire Agreement/Modification/Amendment.**

11.1 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.

11.2 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.

12. **Ownership and Access to Records and Audits.**

12.1 The Consultant shall comply with the applicable provisions of Chapter 119, Florida Statutes.

12.2 The Village may cancel this Agreement for refusal by the Consultant to allow access by the Village Manager or his designee to any records pertaining to Services performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

13. **Non-assignability.**

13.1 This Agreement shall not be assignable by the Consultant. Although this agreement is with the Consultant, the parties agree that the Village is

For The Village:  
Maria T. Aguilar, Village Manager  
Islamorada, Village of Islands, Florida  
86800 Overseas Highway  
Islamorada, Florida 33036

For The Consultant:  
Dean Cannon, Executive Vice-President  
and Statewide Chairman of Government Affairs  
GrayRobinson, P.A.  
301 South Bronough Street  
Suite 500  
Tallahassee, Florida 32301
relying upon the apparent qualifications and personal expertise of the Consultant’s lobbyists and that the Consultant’s lobbyists shall be designated by the Consultant to perform the Services under this Agreement. In the event that the Consultant’s lobbyists can no longer perform the Services under this Agreement, this Agreement shall automatically terminate. This Agreement shall not be subject to assignment by the Consultant without written permission of the Village Council

14. **Severability.**

14.1 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.

15. **Independent Contractor.**

15.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the Village with respect to all of the acts and Services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

15.2 The Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant.

16. **Conflict of Interest.**

16.1 The Consultant shall not be prohibited from representing or providing like services to other persons and entities other than the Village, so long as the Consultant shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.

16.2 The Consultant shall not take on any client or matter that would jeopardize the Consultant’s ability to devote the time, resources, and efforts necessary to fulfill its obligations to the Village.

16.3 The Village acknowledges that the consultant represents other local governments in Monroe County. The Consultant shall not represent any
21.1 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.
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 Consultant by and through its principal set forth below.

Attest: 

[Signature]
Kelly Toth, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

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

Date: 9/26/2016

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

[Signature]
Village Attorney

GRAYROBINSON, P.A.

By: [Signature]
Dean Cannon, Jr., Executive Vice-President

Date: 10/3/16