

RESOLUTION NO. 20-04-24

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE AGREEMENT FOR PROFESSIONAL FEDERAL LOBBYING SERVICES BETWEEN THORN RUN PARTNERS AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) has utilized the services of a Professional Federal Lobbying Firm since 2012; and

WHEREAS, James J. Davenport (“Davenport”) has been the Village’s representative and principal federal lobbyist since 2012; and

WHEREAS, following competitive bidding in 2012 and again in 2015, the Village engaged the services of Davenport through Alcalde & Fay Ltd. (“Alcalde & Fay”) to provide Federal lobbying and representative services for the Village before the United States Congress, Federal agencies and governmental entities (the “Services”) and

WHEREAS, in April 2018, Davenport joined Thorn Run Partners (“Thorn Run”), a full service professional lobbying firm with experience and expertise to achieve results for the Village; and

WHEREAS, the Village subsequently terminated the services of Alcalde and Fay and the Village Council subsequently adopted Resolution No. 18-05-36, thereby approving an agreement between the Village and Thorn Run Partners for a two (2) year term.

WHEREAS, the term of the Agreement is set to expire on April 30, 2020; and

WHEREAS, Thorn Run desires to continue to provide the same scope of lobbying services, specifically, consulting and representing the Village's interests before the Federal Government and any executive branch, body and other agencies and governmental entities; and

WHEREAS, the Village and Thorn Run desire to enter into a new Professional Services Agreement (the "Agreement") with Thorn Run Partners for Federal Lobbying Services, attached hereto as Exhibit 1; and

WHEREAS, Thorn Run has agreed to provide the Services as 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 Thorn Run 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 Federal Lobbying Services with Thorn Run Partners, 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 of Ordinances, the Village Council waives the competitive bidding purchasing provisions as set forth therein.

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

Motion to adopt by Councilman Chris Sante, second by Councilman Jim Mooney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster	YES
Vice Mayor Ken Davis	YES
Councilwoman Deb Gillis	YES
Councilman Chris Sante	YES
Councilman Jim Mooney	YES

PASSED AND ADOPTED THIS 16TH DAY OF APRIL, 2020.



MIKE FORSTER, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY


THORN RUN PARTNERS

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AND
THORN RUN PARTNERS, LLC.**

The following is an agreement between the Islamorada, Village of Islands, Florida, hereinafter referred to as "ISLAMORADA" or the "VILLAGE", and the firm THORN RUN PARTNERS LLC, a Washington, DC based firm, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation, water resources, Federal budget processes, Federal grant programs, and Federal regulatory programs; and

WHEREAS, in the judgment of the ISLAMORADA Village Council and the ISLAMORADA Village Manager, it is necessary and desirable to employ the services of the CONTRACTOR to assist ISLAMORADA with public works, transportation, water resources, budget processes, grant programs, and regulatory programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I- SPECIFIC PROVISIONS

- A. **GENERAL SCOPE OF WORK:** CONTRACTOR will advise and provide government relations and public affairs related services to ISLAMORADA on issues affecting the VILLAGE, and work with appropriate policy makers in the United States Legislative Branch and Executive Branch to facilitate ISLAMORADA's agenda. In this role, CONTRACTOR shall also assist ISLAMORADA in its planning, establishing priorities among its objectives, and developing and implementing strategic plans.
- B. **SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise, as requested, on public works, transportation, water resources, budget processes, Federal grant programs, and Federal regulatory programs, including, but not limited to:
1. Developing strategies to obtain and maximize funding for public works, transportation infrastructure, and water resources;
 2. Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies;
 3. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement ISLAMORADA's projects;
 4. Maintaining direct and frequent contact with key United States Senators and Representatives;
 5. Advocating ISLAMORADA interests during the United States legislative and regulatory process; and
 6. Providing the ISLAMORADA with a written report of activities monthly or upon request.
- C. **PAYMENT:** CONTRACTOR's compensation for the services provided hereunder shall not exceed \$5,500.00 per month. The monthly \$5,500.00 fee invoice shall be submitted by CONTRACTOR at the

first of each month, beginning on May 1, 2020. This fee is inclusive of expenses. All travel requested by ISLAMORADA will be reimbursed and incurred only following written approval by the Village Manager.

- D. **KEY PERSONNEL:** CONTRACTOR has represented to ISLAMORADA that ISLAMORADA will have Jim Davenport as the principal of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II- GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

- B. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of ISLAMORADA and is not entitled to participate in any pension plan, insurance, bonus or similar benefits ISLAMORADA provides its employees.

- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by personal delivery, by mail or by e-mail. Notices, bills and payments should be addressed as follows:

ISLAMORADA: Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: THORN RUN PARTNERS, LLC
100 M Street, SE – Ste. 750
Washington, DC 20003

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERMS OF AGREEMENT:** This Agreement shall become effective on May 1, 2020, and shall terminate on April 30, 2022, or upon thirty (30) days written notice by either party with or without cause.
- F. **JURISDICTION; VENUE:** This Agreement and performance hereunder and all suits and proceedings hereunder shall be construed in accordance with the laws of the State of Florida. For any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Monroe County.
- G. **PUBLIC RECORD:** The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by the CONTRACTOR related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the

possession or control of the ISLAMORADA or the CONTRACTOR. Such public records may not be destroyed without the specific written approval of the ISLAMORADA's Executive Director and in accordance with applicable state or federal law. Upon request by the ISLAMORADA, the CONTRACTOR shall promptly supply copies of said public records to the ISLAMORADA. Nothing contained in this paragraph shall require the disclosure of records or information that is exempt from public records disclosure pursuant to state or federal law.

- H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the ISLAMORADA. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The ISLAMORADA shall retain the mediator and schedule a mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- I. ATTORNEY'S FEES; COSTS: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees and court costs at both trial and appellate levels.
- J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and ISLAMORADA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 21st day of April, 2020.

ATTEST:

ISLAMORADA, VILLAGE OF ISLANDS

Kelley S. Joth

By: Seth Lawless
Seth Lawless, Village Manager

WITNESSES:

THORN RUN PARTNERS, LLC

By: Jim Davenport
James J. Davenport, Partner

