

RESOLUTION NO. 22-09-98

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE AGREEMENT FOR PROFESSIONAL STATE LOBBYING SERVICES BETWEEN GRAYROBINSON, P.A. 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 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; and

WHEREAS, on April 16, 2010, the Village adopted Resolution 10-04-29, thereby retaining the services of William J. Peebles, P.A. for Professional State Lobbying Services following a Request for Qualifications process, formal ranking procedure, approval by the Village Council and negotiation of an agreement; and

WHEREAS, the Village subsequently entered into a full year Professional State Lobbyist Consulting Services Agreement (and as subsequently amended) with William J. Peebles, P.A., which has since changed its firm name to Peebles & Smith, Inc. and presently to Peebles, Smith and Matthews, Inc. ("PSM"); 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 Governors 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 (and as subsequently amended) 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; and

WHEREAS, in 2016, Capitol Insight joined with GrayRobinson, P.A. ("GrayRobinson") a full-service law firm with 15 offices throughout the State of Florida; and

WHEREAS, in September 2016, the Village Council adopted Resolution No. 16-09-65, approving an agreement with GrayRobinson, PA. for Professional State Lobbying Services; and

WHEREAS, in or about 2022, the Village's primary lobbyist from PSM joined with GrayRobinson, P.A.; and

WHEREAS, on June 23, 2022, the Village Council authorized the termination of its agreement with PSM with a 60-day notice of termination; and

WHEREAS, state lobbying efforts during the 2023 Florida Legislative Session will be essential to the Village and the Florida Keys; and

WHEREAS, 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 under the current agreement with GrayRobinson, 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 term of the current agreement with GrayRobinson runs through September 30, 2022; and

WHEREAS, the Village and GrayRobinson desire to enter into a new one (1) year agreement for the Services, commencing on October 1, 2022, in an amount not to exceed \$108,000.00 annually (the "Agreement"); and

WHEREAS, Section 2-328(1) of the Village Code provides that competitive bidding requirements may be waived by the Village Council upon a finding that the purchase of the goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village Council finds that approval of the Agreement with GrayRobinson, attached as Exhibit 1, 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 incorporated into this Resolution 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 his/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, 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 take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of September, 2022.

Motion to adopt by Councilman David Webb, seconded by Councilman Mark Gregg.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Joseph B. Pinder III	Yes
Vice Mayor Pete Bacheler	Absent
Councilman Mark Gregg	Yes
Councilman Henry Rosenthal	Yes
Councilman David Webb	Yes




PETE BACHELER, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

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



VILLAGE ATTORNEY

**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").

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 and incorporated herein; and

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

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")**.

- 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.
- 1.2 Specifically, the Consultant shall provide the following Services.
 - 1.2.1 Assist the Village in developing a wastewater oriented legislative program.
 - 1.2.2 Monitor and report on all programs of interest to the Village, especially those related to wastewater funding matters.
 - 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.
 - 1.2.4 Monitor and track all legislation of interest to the Village.
 - 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 tracked. 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.

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

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

2. Terms/Commencement Date.

2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective October 1, 2022 and shall continue through September 30, 2023 (the "Term").

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.

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

2.4 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.

3. Compensation and Payment.

3.1 For all of the Services provided by the Consultant as described in Section 1, the Village shall pay the Consultant compensation of One Hundred and Eight Thousand Dollars (\$108,000.00) for the Term payable monthly in twelve (12) equal payments of Nine Thousand Dollars (\$9,000.00). Compensation for any Renewal Term shall be by mutual written agreement of the parties.

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.

3.3 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.

3.4 Compensation to the Consultant shall be payable in accordance with the Florida Prompt Payment Act in Chapter 218, Florida Statutes.

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. Waiver of Jury Trial.

7.1 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 Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

8.3 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.

For The Village: 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

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 relying upon the apparent qualifications and personal expertise of the

Consultant's lobbyists, Dean Cannon, Ryan Matthews, and Joseph Salzverg, 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, specifically, the following: specifically, the following: Monroe County, the City of Key West, and the College of

the Florida Keys Foundation. The Consultant shall not represent any additional local government, political subdivision or special district located in Monroe County without the prior authorization of the Village Council.

17. **Compliance with Laws.**

17.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

18. **Waiver.**

18.1 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.

19. **Survival of Provisions.**

19.1 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.

20. **Prohibition of Contingency Fees.**

20.1 The Consultant warrants that it has not employed or retained any company or person(s), 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.

21. **Public Records.** Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Consultant is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Consultant shall:

21.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by Village were Village performing the services under this agreement;

21.2 Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 21.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 21.4 Meet all requirements for retaining public records and transfer to Village, at no cost, all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village.
- 21.5 **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.**

23. **E-Verify**. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

24. **Scrutinized Companies**.

- 24.1 Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subconsultants are found to have submitted a false certification; or if Consultant, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 24.2 Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

24.3 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

25 **Counterparts.**

25.1 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 :

ISLAMORADA, VILLAGE OF ISLANDS



Marne McGrath, Village Clerk

By: 

Ted Yates, Village Manager

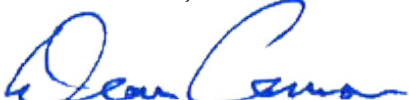
Date: 10.17.22

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



Village Attorney

GRAYROBINSON, P.A.

By: 

Dean Cannon, Jr., Executive Vice-President

Date: October 17, 2022