

**RESOLUTION NO. 18-09-94**

**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 GRAY ROBINSON, 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, 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 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 (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 2019 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**, 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, 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**, 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 term of the Agreement was extended through September 30, 2018 with adoption of Resolution No. 17-10-80 approving the First Amendment to the Agreement; 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 Amendment.** The Village Council hereby approves the Second Amendment to 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 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 Amendment.** The Village Manager is authorized to execute the Amendment 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 Councilman Mike Forster, second by Vice Mayor Deb Gillis.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Chris Sante	YES
Vice Mayor Deb Gillis	YES
Councilman Mike Forster	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

**PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

  
\_\_\_\_\_  
CHRIS SANTE, 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

**SECOND AMENDMENT TO  
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**, following the adoption of Resolution No. 16-09-65 by the Village Council on September 22, 2016, 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 for Professional State Lobbying Consulting Services Agreement (the “Agreement”) on October 3, 2016; and

**WHEREAS**, in accordance with the provisions of the Agreement, attached hereto as Exhibit A, 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 most recently extended the term of the Agreement for an additional year through Resolution 17-10-80 approving the First Amendment; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services for an additional year; and

**WHEREAS**, the Consultant has agreed to provide the services described in the agreement for an additional year; 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:

\*\*\*

**2. Terms/Commencement Date.**

2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective October 1, ~~2017~~ 2018 and shall continue through September 30, ~~2018~~ 2019 (the "Term").

\*\*\*

**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:

**ISLAMORADA, VILLAGE OF ISLANDS**

  
Kelly Toth, Village Clerk


By:   
Seth Lawless, Village Manager

Date: 9/28/18

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

  
ROGET V. BRYAN, VILLAGE ATTORNEY

**GRAYROBINSON, P.A.**

By:   
R. Dean Cannon, Jr., President

Date: 10/4/18