

RESOLUTION NO. 11-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AGREEMENT WITH GRAY/ROBINSON TO SERVE AS THE CITY'S FLORIDA LEGISLATIVE AND EXECUTIVE BRANCH GOVERNMENT LOBBYIST; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission accepts the proposal of Gray/Robinson for the extension of state lobbying services pursuant to section 2-797(4) of the Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Agreement is hereby approved, providing for a one-year term and an option for an additional two-year term at a fixed annual fee.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 5th day of April, 2011.

Authenticated by the presiding officer and Clerk of the Commission on April 6, 2011.

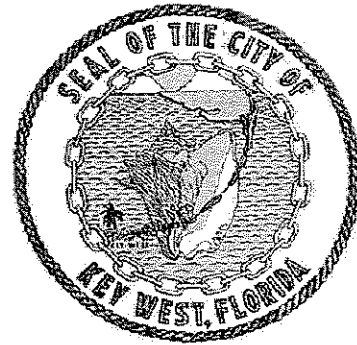
Filed with the Clerk April 6, 2011.

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR

EXECUTIVE SUMMARY



TO: Jim Scholl, City Manager

FROM: Vivian Perez,
Executive Aide Mayor and Commissioners

DATE: March 9, 2011

SUBJECT: Approving Contact Agreement with GrayRobinson Lobbying

ACTION STATEMENT:

This resolution will approve the contract between the City of Key West and GrayRobinson.

BACKGROUND:

The previous contract and Resolution No. 09-024 approving an extension for lobbying services expired on January 31, 2011.

The proposed contract is virtually identical to the contract approved by the City of Key West in Resolution 09-024, including payment for service of \$6,000.00 a month with some routine expenses. The only minor change is that the "Term of Agreement" provision is clarified and, the "Limited Waiver of Conflicts" provision has been amended to acknowledge that the firm represents Monroe County and other municipalities with similar agreements.

FINANCIAL IMPACT:

The City of Key West appropriated funds for lobbying service for FY10/11, in the amount of \$6,000.00 a month plus expenses which falls within the contract.

GRAY | ROBINSON

ATTORNEYS AT LAW

AGREEMENT FOR ADVISORY SERVICES

This Agreement is entered into on this 6th day of April, 2011 by and between the City of Key West ("Client") and the law firm of GrayRobinson, P.A. (the "Firm").

Scope of Services

The Firm will provide lobbying services to Client before the Florida Legislative and Executive branch agencies. While it is anticipated that the primary issues for the Firm's involvement shall be affordable housing and wastewater/stormwater funding, the parties acknowledge that the scope of issues may change at the direction of Client. While the Firm anticipates that the primary "lobbying team" from the Firm shall consist of Jason Unger, Fred Leonhardt, Pete Antonacci, Ed Scales, and Chris Hansen, the parties agree that the Firm may assign additional Firm members to serve Client's interests. Client acknowledges that Mr. Scales' work will be internal only, as Mr. Scales sits on the Florida Ethics Commission and is prohibited from lobbying by virtue of that appointment. The Firm's communications with the Client shall be through the Mayor or his designate. The Firm shall render the above described services as an independent contractor, and not as an agent or employee of Client.

Payment for Services

As consideration for the services rendered by the Firm pursuant to this Agreement, Client agrees to pay the Firm \$6,000 per month for twelve months beginning April 1, 2011.

Routine expenses such as Federal Express, long distance telephone charges, and travel will be the responsibility of Client.

Terms of Payment for Services

The monthly fee for the Firm's services shall be due on the first day of each month. Expenses incurred during any month shall be due in the subsequent month. Billing statements from the Firm shall be processed for payment within 30 days of receipt.

Term of Agreement

This Agreement shall be effective April 1, 2011 and shall end on March 31, 2012. Client shall have the option to renew this Agreement for an additional 2-year term by providing written notice to the Firm no later than February 20, 2012. No later than December 31, 2011, the Firm shall provide Client written notice of any fee adjustment for the option years. Upon the end of any term hereunder (including any option term), the terms of this Agreement shall continue month-to-month until terminated by either party in writing with at least thirty days notice. Notwithstanding this provision, Client may terminate this Agreement for any reason upon giving the Firm at least 30 days written notice. In the event of such termination, Client shall be liable only for fees and expenses rendered through the effective date of such termination.

Prohibition Against Assignment

This Agreement is a personal agreement and may not be assigned in whole or in part. The Firm agrees that its performance of any other services during the term of this Agreement shall not interfere with the faithful and timely performance of this Agreement.

Non-Exclusivity of Engagement

The Firm acknowledges that the Firm's engagement by Client is non-exclusive and that Client may, in its sole discretion, award any additional services, whether in the areas covered by the Scope of Services, or in any additional areas, to any third party, or such services may be performed by Client's employees.

Limited Waiver of Conflicts

Because of the size of the Firm and the Firm's representation of other clients, it is possible that there may arise in a future a dispute between another Firm client and Client. The Firm's acceptance of the current representation will preclude the Firm from accepting future representations adverse to Client which involve matters substantially related to the work performed by the Firm in the course of this Agreement. The Firm does, however, reserve the right to represent clients whose interests are adverse to the Client so long as such representation is unrelated to the work which the Firm is performing under this Agreement. Further, the Client consents to the Firm's representation of clients before boards and commissions of the Client and in administrative proceedings involving the Client. Client acknowledges that the Firm represents Monroe County and other municipalities pursuant to a similar agreement and consents to such representation so long as same is not adverse to the Client

Resolution of Disputes

Any dispute between the Firm and Client as to the application, meaning, or interpretation of any part of this Agreement shall be resolved in Monroe County, Florida, by application of Florida Law.

Entire Agreement

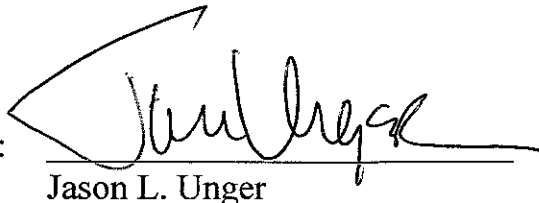
This Agreement constitutes the entire understandings of the parties. This Agreement cannot be changed or modified, except in writing, duly executed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed by Jason Unger on behalf of the Firm, and by Jim Scholl on behalf of the City of Key West.

GRAYROBINSON, P.A.

CITY OF KEY WEST

By:


Jason L. Unger

By:


Jim K. Scholl

RESOLUTION NO. 09-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN EXTENSION TO THE AGREEMENT WITH GRAY/ROBINSON ATTORNEYS AT LAW TO SERVE AS THE CITY'S FLORIDA GOVERNMENT LOBBYIST; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission approved an agreement for lobbying services with Gray Robinson via Resolution 08-040 on February 5, 2008 ("Agreement");

WHEREAS the Agreement provides for a one year term, with an option to renew for a two year period;

WHEREAS the original term will expire January 31, 2009, and Gray Robinson has agreed the City may exercise the option irrespective of the notice provision;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City hereby exercises its option to renew the Agreement, providing for an additional two-year term as provided therein.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21 day of January, 2009.

Authenticated by the presiding officer and Clerk of the Commission on January 22, 2009.

Filed with the Clerk January 22 2009.


MORGAN MCPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

RESOLUTION NO. 08-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AGREEMENT WITH GRAY/ROBINSON ATTORNEYS AT LAW TO SERVE AS THE CITY'S FLORIDA LEGISLATIVE AND EXECUTIVE BRANCH GOVERNMENT LOBBYIST; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission finds that the proposed engagement of Gray/Robinson is exempt from competitive bidding as provided in section 2-797(4) of the Code of Ordinances;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Agreement is hereby approved, providing for a one-year term and an option for an additional two-year term at a fixed annual fee.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 5th day of February, 2008.

Authenticated by the presiding officer and Clerk of the Commission on February 6, 2008.

Filed with the Clerk February 6, 2008.


MORGAN MOPPERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

GRAY | ROBINSON

ATTORNEYS AT LAW

AGREEMENT FOR ADVISORY SERVICES

This Agreement is entered into on this 12th day of February, 2008 by and between the City of Key West ("Client") and the law firm of GrayRobinson, P.A. (the "Firm").

Scope of Services

The Firm will provide lobbying services to Client before the Florida Legislative and Executive branch agencies. While it is anticipated that the primary issues for the Firm's involvement shall be affordable housing and wastewater/stormwater funding, the parties acknowledge that the scope of issues may change at the direction of Client. While the Firm anticipates that the primary "lobbying team" from the Firm shall consist of Jason Unger, Fred Leonhardt, Pete Antonacci, Ed Scales, and Chris Hansen, the parties agree that the Firm may assign additional Firm members to serve Client's interests. The Firm's communications with the Client shall be through the Mayor or his designate. The Firm shall render the above described services as an independent contractor, and not as an agent or employee of Client.

Payment for Services

As consideration for the services rendered by the Firm pursuant to this Agreement, Client agrees to pay the Firm \$6,000 per month for twelve months beginning February 1, 2008.

Routine expenses such as Federal Express, long distance telephone charges, and travel will be the responsibility of Client.

Terms of Payment for Services

The monthly fee for the Firm's services shall be due on the first day of each month. Expenses incurred during any month shall be due in the subsequent

month. Billing statements from the Firm shall be processed for payment within 30 days of receipt.

Term of Agreement

This Agreement shall be effective upon execution and shall end on January 31, 2009. Client shall have the option to renew this Agreement for an additional 2-year term by providing written notice to the Firm no later than January 1, 2009. No later than November 15, 2008, the Firm shall provide Client written notice of any fee adjustment for the option years. If Client elects not to exercise the option, the terms of this Agreement shall continue month-to-month until terminated by either party in writing with at least thirty days notice. Notwithstanding this provision, Client may terminate this Agreement for any reason upon giving the Firm at least 30 days written notice. In the event of such termination, Client shall be liable only for fees and expenses rendered through the effective date of such termination.

Prohibition Against Assignment

This Agreement is a personal agreement and may not be assigned in whole or in part. The Firm agrees that its performance of any other services during the term of this Agreement shall not interfere with the faithful and timely performance of this Agreement.

Non-Exclusivity of Engagement

The Firm acknowledges that the Firm's engagement by Client is non-exclusive and that Client may, in its sole discretion, award any additional services, whether in the areas covered by the Scope of Services, or in any additional areas, to any third party, or such services may be performed by Client's employees.

Limited Waiver of Conflicts

Because of the size of the Firm and the Firm's representation of other clients, it is possible that there may arise in a future a dispute between another Firm client and Client. The Firm's acceptance of the current representation will preclude the Firm from accepting future representations adverse to Client which

involve matters substantially related to the work performed by the Firm in the course of this Agreement. The Firm does, however, reserve the right to represent clients whose interests are adverse to the Client so long as such representation is unrelated to the work which the Firm is performing under this Agreement. Further, the Client consents to the Firm's representation of clients before boards and commissions of the Client and in administrative proceedings involving the Client.

Resolution of Disputes

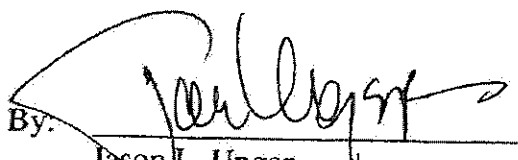
Any dispute between the Firm and Client as to the application, meaning, or interpretation of any part of this Agreement shall be resolved in Monroe County, Florida, by application of Florida Law.

Entire Agreement

This Agreement constitutes the entire understandings of the parties. This Agreement cannot be changed or modified, except in writing, duly executed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed by Jason Unger on behalf of the Firm, and by Mayor Morgan McPherson on behalf of the City of Key West.

GRAYROBINSON, P.A.

By: 
Jason L. Unger

CITY OF KEY WEST

By: 
Morgan McPherson, Mayor