

RESOLUTION NO. 14-181

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, SELECTING GRAY ROBINSON TO PROVIDE STATE GOVERNMENT RELATIONS SERVICES PURSUANT TO RFP #005-14; DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE DOCUMENTS CONTAINED IN THE RFP, UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 9, 2014 the City opened three responses to RFP #005-14, which was published on February 24, 2014; and

WHEREAS, an evaluation committee comprised of City staff met at a publicly noticed meeting on May 12, 2014 to rank the respondents, Gray Robinson received the highest rank in points,; and

WHEREAS, the evaluation committee recommended selection of Gray Robinson to provide State Government Relations Services for a period of three years, with options for two extensions.

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

Section 1: That Gray Robinson is selected as the top-ranked firm to provide State Government Relations services to the City of Key West.

Section 2: That the City Manager is hereby authorized to negotiate and execute a contract with Gray Robinson for a

term of three years, in substantial conformance with the documents contained in RFP #005-14, upon the advice and consent of the City Attorney.

Section 3: 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 1st day of July, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on 2nd day of July, 2014.

Filed with the Clerk on July 2, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Absent</u>

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK





## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

# EXECUTIVE SUMMARY

**TO:** Bogdan Vitas, City Manager

**FROM:** E. David Fernandez *EDF*

**DATE:** June 23, 2014

**SUBJECT:** Award State Government Relations Service (Lobbying) Agreement to Gray/Robinson

### ACTION STATEMENT:

This resolution will accept the Gray/Robinson proposal pursuant to Request for Proposal (RFP 005-140, and the ranking committees' recommendations. The City Manager is authorized to enter into a contract consistent with the terms and conditions of the proposal and solicitation subject to legal review. The term will be for a period of (3) three years with an additional (2) two year option.

### BACKGROUND:

Gray/Robinson has provided the City with state lobbyist services since March 2011. Historically, the firm has serviced the account through its local office. On February 24, 2014 the City issued RFP #005-14 to secure State Government Relations Services. Proposals were opened April 9, 2014. Three responses were received. The lowest cost respondent did not demonstrate lobbying experience for government clients. Another firm is a lobbyist for Monroe County and may have conflicts of interest when City and County compete for limited resources.

### PURPOSE/JUSTIFICATION:

The purpose of this resolution is to award a contract for State Government Relations Services (Lobbyist). The lobbyist would support the City efforts in grant procurement, legislative initiatives and monitor development at the state level. The Evaluation Committee Meeting was advertised May 7, 2014, and the Evaluation Committee met on May 12, 2014 at 2:00 PM to rank respondents. Staff ranked the firms as follows:

**State Government Relations  
Services  
Experience**

Grey

Ramba

Wexford

20 pts.	EDF	20	10	conflict	5	no gov
	Bob	20	20	Monroe	0	
	Don	19	15	Cnty	12	

**Qualifications and Availability**

20 pts.	EDF	20	+depth	20	12	staff lev
	Bob	20		18	10	
	Don	18		16	10	

**Methodologies**

20 pts.	EDF	20	20	15		
	Bob	20	19	10		
	Don	19	18	10		

**Location**

10 pts.	EDF	10	+kw	7	7	
	Bob	10		10	5	
	Don	10		8	6	

**Scheduling**

5 pts.	EDF	5	5	4		
	Bob	5	5	3		
	Don	5	4	2		

**Knowledge of City/Projects**

5 pts.	EDF	5	5	2		
	Bob	5	5	3		
	Don	5	4	2		

**Cost**

20 pts.	EDF	18	19	20		
	Bob	18	19	20		
	Don	18	19	20		

72,000 +exp

68,000

66,000

Total

290

266

178





## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

### State Government Relations Services Ranking Summary

	Grey	Ramba	Wexford
Experience	59	45	17
20 pts.			
Qualifications and Availability	58	54	32
20 pts.			
Methodologies	59	57	35
20 pts.			
Location	30	25	18
10 pts.			
Scheduling	15	14	9
5 pts.			
Knowledge of City/Projects	15	14	7
5 pts.			
Cost	54	57	60
20 pts.			
Fee	\$72,000	\$68,000	\$66,000
	Plus		
	Exp.		
Total	290	266	178

### OPTIONS:

1. The City could award to Gray/Robinson pursuant to staff recommendations. The City has experience with the firm. The firm historically provides a local "project manager" local office. Staff believes the City has received effective representation in Tallahassee.
2. The Commission could direct staff to arrange for presentations at the next available Commission meeting.
3. The Commission could award to one of the alternate firms.

### FINANCIAL IMPACT

The City of Key West appropriated funds for lobbying service for FY 13/14, in the amount of \$6,000.00 a month plus reasonable and customary expenses.

*Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.*

MEMORANDUM



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

### RECOMMENDATION:

Staff recommends that the City Commission move to approve and award this 3 year agreement with State Government Relations Services to Gray/Robinson.

MEMORANDUM



# GRAY | ROBINSON

ATTORNEYS AT LAW

## AGREEMENT FOR ADVISORY SERVICES

This Agreement is entered into on this 30<sup>th</sup> day of September, 2014 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 Florida's Legislature and Executive branch agencies. While the Firm anticipates that the primary "lobbying team" from the Firm shall consist of Jason Unger, Fred Leonhardt, David Griffin and Tim Cerio, 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 a fee of \$6,000 per month for the duration of this Agreement beginning July 1, 2014.

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 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 July 1, 2014 and shall end on June 30, 2017. Firm will provide the Client with an end of session report no later than May 19, 2017. 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 June 7, 2017. No later than March 31,



2017, 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 commission 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 the 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 Fred Leonhardt on behalf of the Firm, and by J. K. Schell on behalf of the City of Key West.

GrayRobinson, P.A.

CITY OF KEY WEST

By: 

By: J.K. Schell

## Authorization to Represent the Principal before The Florida Legislature

At the time of registration, a lobbyist must provide authorization to represent the principal.

Type or print clearly the principal represented and the name of the lobbyist as they are shown on the registration form.

Also provide the North American Industry Classification System (NAICS) six-digit numerical code that most accurately describes the principal's main business. This designation by the principal is a mandatory requirement before a lobbyist can register for that principal. A principal may obtain its six-digit code from the website of the U.S. Census Bureau at <http://www.census.gov/naics/2007/NAIC0607.HTM>

This authorization to represent the principal before the Legislature will be carried forward each calendar year if the renewal form submitted by this lobbyist indicates "Yes" to renew the principal for the next year. The authorization is carried forward until the principal is canceled by either the lobbyist or the principal. Cancellation of a registration by the lobbyist must be done on a Cancellation form furnished by the office (available on the legislative web site at [www.leg.state.fl.us/lobbyist](http://www.leg.state.fl.us/lobbyist)). Cancellation of a lobbyist's registration by the principal must be provided by written notice to the Lobbyist Registration Office.

David Griffin

is hereby authorized to represent

Lobbyist's Name (exactly as stated on Part 1 of Registration form)

City of Key West

before The Florida Legislature.

Principal Represented (exactly as stated on Part 2 of Registration form)

Valid NAICS 6-digit numerical code for Principal's main business:

9 2 1 1 1 0



Signature of the Principal's Representative

SHAWN D. SMITH

Print name of the Principal's Representative

KEY WEST CITY ATTORNEY

Print Title of the Principal's Representative

2 JUNE 2014

Date Authorized to Register

SUBMIT THIS AUTHORIZATION FORM WITH THE REGISTRATION FORM AND FEE



## Authorization to Represent the Principal

Type or print the principal represented and name of lobbyist as they are shown on registration form. Also, describe the main business and provide the NAICS numerical code for the principal. This authorization to represent the principal before the Executive Branch of the State of Florida for this lobbyist will be carried forward each calendar year if the renewal form submitted by this lobbyist indicates "yes" to renew for the next year. Cancellation of a lobbyist's registration by the principal must be provided by written notice. Cancellation forms can be found at [www.leg.state.fl.us/lobbyist](http://www.leg.state.fl.us/lobbyist).

City of Key West

Name of Principal

hereby authorizes

David Griffin

Lobbyist's Name

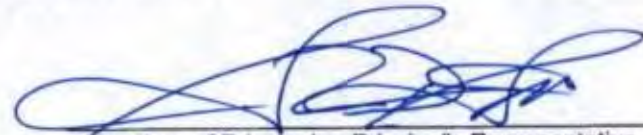
to represent the principal before one or more agencies of the Executive Branch of the State of Florida.

Government

Description of Principal's Main Business

921110

NAICS 6-digit code for Principal's Main Business



Signature of Principal or Principal's Representative

SHAWN D. SMITH

Print Name of Principal / Principal's Representative

KEY WEST CITY ATTORNEY

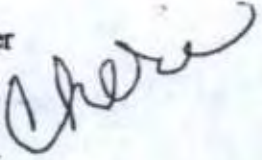
Print Title of Principal / Principal's Representative

2 JUNE 2014

Date

Attach this authorization to your registration form.

# INTEROFFICE MEMORANDUM

To: Bob Vitas, City Manager  
CC: Sue Snider, Purchasing   
From: Cheri Smith, City Clerk  
Date: April 10, 2014  
Subject: **STATE GOVERNMENT RELATIONS SERVICES; RFP 005-14**

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The following proposals were opened Wednesday, April 9, 2014 at 3:00 p.m. in response to the above referenced project.

- |    |                                                                                        |                                                                                                             |
|----|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1. | Gray-Robinson, P.A.<br>301 South Bronough Street<br>Suite 600<br>Tallahassee, FL 32301 | Yearly Fee: \$72,000.00<br>With Additional Registration Fees<br>For Each Member<br>Travel Billed Separately |
| 2. | Ramba Consulting Group, LLC<br>120 South Monroe Street<br>Tallahassee, FL 32301        | Yearly Fee: \$68,000.00                                                                                     |
| 3. | Wexford Strategies<br>76 Laura Street, Suite 202<br>Jacksonville, FL 32301             | Monthly Retainer: \$ 5,500.00<br>Quarterly Retainer: \$15,000.00<br>Quarterly Travel Expenses: \$ 1,500.00  |



RESOLUTION NO. 14-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A SIX MONTH 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, in Resolution 11-107 the City Commission approved an agreement for Florida government lobbying services with Gray Robinson; and

WHEREAS, in Resolution 12-084 the parties exercised a two year option, extending the term until March 31, 2014; and

WHEREAS, there are no remaining options in the current agreement; and

WHEREAS, it is necessary to extend the term of the contract to allow Gray Robinson to continue to represent the City during the upcoming legislative session and to allow sufficient time to competitively solicit proposals; and

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

Section 1: That the agreement with Gray Robinson Attorneys at Law is hereby extended for an additional six months, under the

same existing terms and conditions, pursuant to City of Key West Code of Ordinances section 2-797(4)(b).

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.

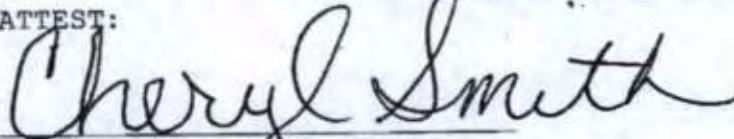
Passed and adopted by the City Commission at a meeting held this 4th day of February, 2013.

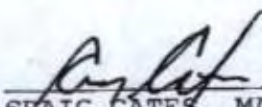
Authenticated by the Presiding Officer and Clerk of the Commission on 5th day of February, 2013.

Filed with the Clerk on February 5, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

ATTEST:

  
CHERYL SMITH, CITY CLERK

  
CRAIG CATES, MAYOR



RESOLUTION NO. 12-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A TWO (2) YEAR 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, in Resolution 11-107 the City Commission approved an agreement for Florida government lobbying services with Gray Robinson;

WHEREAS the original term will expire March 31, 2012, 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.

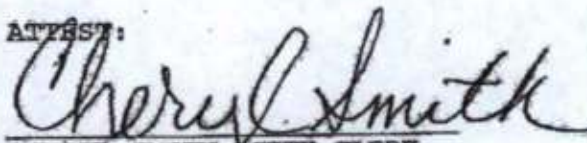
Passed and adopted by the City Commission at a meeting held this  
6th day of March, 2012.

Authenticated by the presiding officer and Clerk of the Commission  
on March 7, 2012.

Filed with the Clerk March 7, 2012.

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



## EXECUTIVE SUMMARY



**TO:** Jim Scholl, City Manager  
**FROM:** Vivian Perez,  
Executive Aide Mayor and Commissioners  
**DATE:** February 16, 2012  
**SUBJECT:** Option to Extend Lobbying Agreement with Gray/Robinson

### ACTION STATEMENT:

Respectfully request the City Commission approve the two (2) year extension, authorized pursuant to City of Key West Resolution 11-107, Agreement with Gray/Robinson to serve as the City's Florida Legislative and Executive Branch government lobbyist.

### BACKGROUND:

Resolution No. 11-107, Agreement with Gray/Robinson to serve as the City's Florida government lobbyist, provided for a one year term effective April 1, 2011 and ending on March 31, 2012. The Agreement also provided for an additional two (2) extension, at the option of the Client.

The terms of the extension shall be identical to the terms of the original Agreement approved by the City of Key West in Resolution 11-107, including payment for service of \$6,000.00 a month with some routine expenses. If approved, the new extended term is from April 1, 2012 through March 31, 2014.

Gray/Robinson has agreed the City may exercise the option irrespective of the notice provision requiring the City to notice its intent prior to February 20, 2012.

### FINANCIAL IMPACT:

The City of Key West appropriated funds for lobbying service for FY11/12, in the amount of \$6,000.00 a month plus reasonable and customary expenses.



Vivian Perez &lt;vperez@keywestcity.com&gt;

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## Gray/Robinson Extension

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Wed, Feb 15, 2012 at 2:27 PM

Ed Scales &lt;escales@edscalespa.com&gt;

To: Vivian Perez &lt;vperez@keywestcity.com&gt;

Cc: Mark Finigan &lt;mfinigan@keywestcity.com&gt;, Peter Antonacci &lt;PVA@gray-robinson.com&gt;, Jason Unger &lt;Jason.Unger@gray-robinson.com&gt;, Christopher Hansen &lt;Chris.Hansen@gray-robinson.com&gt;, Frederick Leonhardt &lt;Fred.Leonhardt@gray-robinson.com&gt;, Shawn Smith &lt;sdsmith@keywestcity.com&gt;

Hey Vivian,

Thank you very much for your e-mail. Please note that Gray Robinson waives the notice provisions with respect to the extension. Please let me know if you have any questions, comments or concerns. I will plan to attend the Commission meeting on March 6 to answer any commission/staff questions.

Thank you, again.

Ed Scales

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From: Vivian Perez [mailto:vperez@keywestcity.com]  
Sent: Wednesday, February 15, 2012 9:51 AM  
To: Ed Scales  
Cc: Mark Finigan  
Subject: Fwd: Gray/Robinson Extension

[Quoted text hidden]

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No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 10.0.1424 / Virus Database: 2112/4811 - Release Date: 02/15/12



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.

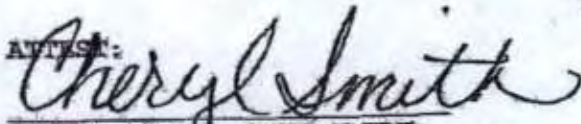
Passed and adopted by the City Commission at a meeting held this 5th day of April, 2011.

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

Filed with the Clerk April 6, 2011.

  
CRAIG CATES, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

## 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 \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Key West ("Client") and the law firm of Gray Robinson, 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: J. K. Scholl  
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 provisions;

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.

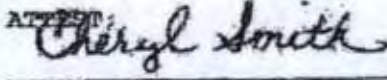
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

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 MAHERSON, 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.

ATTEST:

  
CHERYL SMITH, CITY CLERK

  
MORGAN KOPPERMAN, MAYOR

# 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 Antonicci, 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.

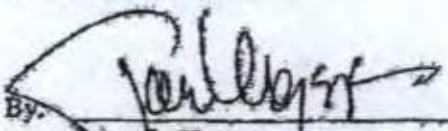
Entire Agreement

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 Morgan McPherson on behalf of the City of Key West.

GRAYROBINSON, P.A.

CITY OF KEY WEST

By:   
Jason L. Unger

By:   
Morgan McPherson, Mayor



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.

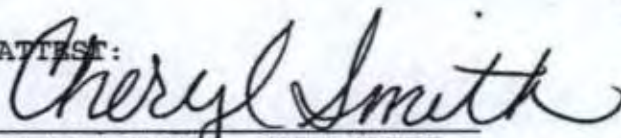
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

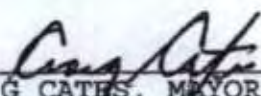
Passed and adopted by the City Commission at a meeting held this 5th day of April, 2011.

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 6<sup>th</sup> 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.

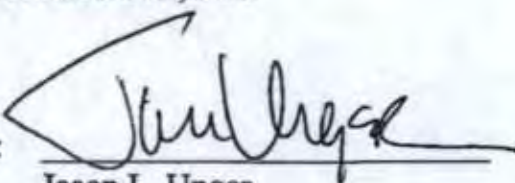
Entire Agreement

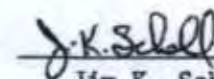
This Agreement constitutes the entire understandings of the parties. This Agreement cannot be changed or modified, except in writing, duly executed by both parties.

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;

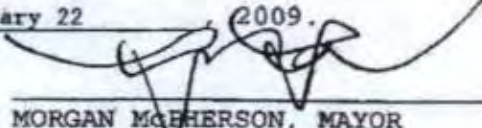
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

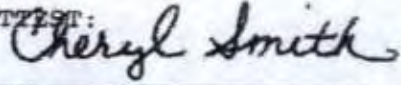
Section 1: That ~~the~~ City hereby exercises its option to renew the Agreement, providing for an additional two-year term as provided therein.

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.

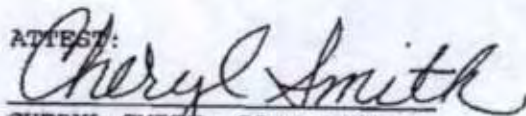
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

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.

ATTEST:

  
CHERYL SMITH, CITY CLERK

  
MORGAN MCPHERSON, MAYOR

# 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

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#### 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.

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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.

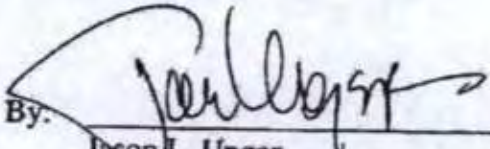
Entire Agreement

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.

CITY OF KEY WEST

By:   
Jason L. Unger

By:   
Morgan McPherson, Mayor



## Relationships. Resources. Results.

### Prepared for: City of Key West

---

*Request for Proposal #005-14  
State Government Relations Services  
April 9, 2014*

#### **Presented by:**

Frederick W. Leonhardt  
GrayRobinson, P.A.  
301 East Pine Street  
Suite 1400  
Orlando, FL 32801

Phone: 407-843-8880

Fax: 407-244-5690

[fred.leonhardt@gray-robinson.com](mailto:fred.leonhardt@gray-robinson.com)

Jason L. Unger  
GrayRobinson, P.A.  
301 South Bronough Street  
Suite 600  
Tallahassee, FL 32301

Phone: 850-577-9090

Fax: 850-222-3494

[jason.unger@gray-robinson.com](mailto:jason.unger@gray-robinson.com)

[www.gray-robinson.com](http://www.gray-robinson.com)

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Christopher L. Carmody, Jr. ....	12
Timothy M. Cerio.....	15
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City of Key West  
April 9, 2014

**GRAY | ROBINSON**  
ATTORNEYS AT LAW

## Cover Letter

April 9, 2014

City Clerk  
City of Key West Florida  
City Hall, 3126 Flagler Avenue  
Key West, FL 33040

Dear Sir or Madam:

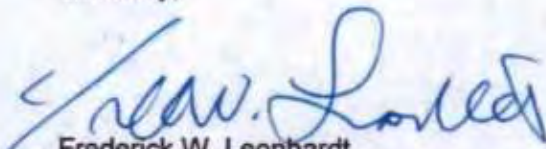
Since 2008, GrayRobinson has lobbied on behalf of the City of Key West before the Florida Legislature, Executive Office of the Governor and Executive branch agencies on numerous issues including: transportation, environment, appropriations, emergency management, state flagship legislation, homelessness, state parks and utility issues. We monitor and track all legislation filed each year.

GrayRobinson would continue to serve as a proud and effective advocate for the City of Key West before Florida's Legislative and Executive branches. Our experience in advocating legislation that implements good public policy, obtaining funding for worthy projects and initiatives, and advocating to regulatory agencies makes the GrayRobinson team uniquely suited to serve the City in this capacity.

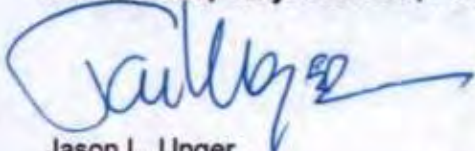
Our team has the long-term experience essential to drafting legislation, both general bills and amendments, identifying funding sources and successfully shepherding specific appropriations through the process. As important, our team is likewise skilled in opposing unfriendly legislation.

We are pleased and honored to submit our qualifications to provide state lobbying services to the City of Key West. We would be delighted to discuss our experience and approach in more detail, and look forward to hearing from you.

Sincerely,



Frederick W. Leonhardt  
Shareholder, GrayRobinson, P.A.



Jason L. Unger  
Shareholder, GrayRobinson, P.A.

## Section 1: Introduction

1. Proposer's name and address of central and satellite offices.

### GrayRobinson Offices

**Boca Raton**

225 N.E. Mizner Blvd.  
Suite 500  
Boca Raton, Florida 33432  
Phone: 561-368-3808  
Fax: 561-368-4008

**Lakeland**

One Lake Morton Drive  
Lakeland, Florida 33801  
Phone: 863-284-2200  
Fax: 863-688-0310

**Orlando (Main office)**

301 East Pine Street  
Suite 1400  
Orlando, Florida 32801  
Phone: 407-843-8880  
Fax: 407-244-5690

**Fort Lauderdale**

401 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, Florida 33301  
Phone: 954-761-8111  
Fax: 954-761-8112

**Melbourne**

1795 West NASA Boulevard  
Melbourne, Florida 32901  
Phone: 321-727-8100  
Fax: 321-984-4122

**Tallahassee**

301 South Bronough Street  
Suite 600  
Tallahassee, FL 32301  
Phone: 850-577-9090/222-7717  
Fax: 850-577-3311

**Jacksonville**

50 North Laura Street  
Suite 1100  
Jacksonville, Florida 32202  
Phone: 904-598-9929  
Fax: 904-598-9109

**Miami**

1221 Brickell Avenue  
Suite 1600  
Miami, Florida 33131  
Phone: 305-416-6880  
Fax: 305-416-6887

**Tampa**

401 East Jackson Street  
Suite 2700  
Tampa, Florida 33602  
Phone: 813-273-5000  
Fax: 813-273-5145

**Key West**

201 Front Street  
Suite 333  
Key West, Florida 33040  
Phone: 305-292-8950  
Fax: 305-296-6629

**Naples**

8889 Pelican Bay Boulevard  
Suite 400  
Naples, Florida 34108  
Phone: 239-598-3601  
Fax: 239-598-3164

2. Project manager: telephone number and fax number.

**Frederick W. Leonhardt**

Phone: 407-843-8880  
Fax: 407-244-5690

**Jason L. Unger**

Phone: 850-577-9090  
Fax: 850-222-3494



3. Current client list, including local governments.

- Accredited Surety & Casualty Company, Inc
- Actavis, Inc.
- American Cancer Society Cancer Action Network and its Affiliates
- Associated Builders & Contractors of Florida, Inc
- Black Business Investment Fund
- Canaveral Port Authority
- Central Florida Regional Transportation Authority (LYNX)
- CenturyLink, Inc
- Christian Prison Ministries
- City of Hollywood
- City of Key West
- City of Ocoee
- City of Orlando
- City of Oviedo
- Community Education Partners
- Community Life Choices, Inc.
- Corizon, Inc
- Darden Restaurants, Inc
- Devereux Foundation, Inc
- Dosal Tobacco Corporation
- Enterprise Florida, Inc
- Florida A&M University
- Florida Distillers Guild, Inc
- Florida Jaycees
- Florida Outdoor Advertising Association
- Florida Retail Federation
- Florida Specialty License Plate Advocacy Association, Inc
- Florida Virtual School
- Florida's Vision Quest, Inc
- Floridians for Better Transportation
- GrayRobinson, P. A.
- Hartman & Tyner, Inc
- Haven Recovery Center
- JP Morgan Chase Bank, NA
- Jetro Rd, Inc., dba Restaurant Depot
- Joi Scientific, Inc.
- Lee County Board of County Commissioners
- MV Transportation, Inc
- Meadowbrook, Inc
- Melbourne Airport Authority
- Metro Orlando Economic Development Commission
- Millennium Laboratories, Inc
- Naples Community Hospital
- National Association of Industrial & Office Properties
- National Notary Association
- Non-Profit Insurance Services, Inc
- North Broward Hospital District
- On Street Media Florida, Inc
- Orange County Library District
- Orange County Property Appraiser
- Orange County Sheriff
- Orlando City Soccer Club
- Orlando Magic
- Parsons Transportation Group
- Pinellas Suncoast Transit Authority
- Project Orlando, LLC
- Promise Healthcare, Inc.
- Public Consulting Group
- Reynolds Smith and Hills, Inc
- Rx Development Associates, Inc
- Seavin, Inc
- Shands Jacksonville Medical Center
- Shands Teaching Hospital & Clinics, Inc
- Sodexo, Inc
- South Broward Hospital District
- Transition House, The
- University of Central Florida Foundation, Inc
- University of Central Florida Student Government Association
- Volusia County Government
- Walgreen Company
- Williams Acquisition Holding Company, Inc

## **Section 2: Firm Experience and References**

### *1. City of Hollywood*

**Lorie Mertens-Black**  
**P: 954-921-3599**  
**lmertens-black@hollywoodfl.org**

#### **Description of services**

Since 2008, on behalf of the City of Hollywood, GrayRobinson has lobbied numerous issues including: transportation, environmental, utility, affordable housing, and claim bill issues.

### *2. City of Orlando*

**Kathy Russell**  
**P: 407-246-3094**  
**kathy.russell@cityoforlando.net**

#### **Description of services**

Since 2005, on behalf of the City of Orlando, GrayRobinson has lobbied on the following issues: economic development, transportation, home rule, and public safety issues.



## Section 3: Personnel Qualifications and Availability

### Lead Attorneys

All team members are 100% dedicated to the City of Key West, but each will be leading specific issues as they do currently, based on each individual's area of expertise. Likewise, if another member of GrayRobinson's nearly 300 person law firm has needed expertise at any given time, they will be added to the team to ensure Key West's representation is covered on all fronts.



#### **Frederick W. Leonhardt**

GrayRobinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801  
407-244-5655  
fred.leonhardt@gray-robinson.com

### Experience

Fred's experience includes dealing with federal, state and local governments on behalf of private and government clients. He has a significant background in state and local government law matters including permitting and procurement. A few years ago Fred served as senior vice president and general counsel of Florida Water Services, previously the state's largest private water and wastewater utility. Fred has been a member of the board of directors of Enterprise Florida, the state's economic development organization, for 12 years.

Fred is past chair of the Florida Chamber of Commerce, Floridians for Better Transportation, the Orlando area Chamber of Commerce and The Metro Orlando Economic Development Commission. He serves on the board of directors of the James Madison Institute, a privately funded public policy think tank in Florida.

### Background

A native Central Floridian, Fred attended the University of Florida and received degrees in psychology and law. After college he served as counsel to the Florida House of Representatives. He returned to Central Florida and has continuously been in private practice. He is chair of the firm's policy board of directors and chair of the Client Development Committee.

### Education

- **University of Florida, B.A., psychology (1971)**
  - Student Hall of Fame
  - Florida Blue Key
- **University of Florida, J.D. (1974)**
  - Director of "Gator Growl"
  - The Verdict, Editor-in-Chief



## Admissions

- Florida
- North Carolina
- District of Columbia

## Professional Associations & Memberships

- Listed in *Leading Florida Attorneys* in the areas of real estate/land use and local government law
- American Bar Association
  - State and Local Government Law Section, Former Chair
- The Florida Bar
  - Environmental and Land Use Law Section
- Orange County Bar Association
- Volusia County Bar Association
- *Who's Who in American Law*, *Who's Who in Florida*, *Who's Who in the USA* and *Who's Who in the World*
- Florida Association of Professional Lobbyists, Designated Professional Lobbyist

## Awards & Recognitions

- *Chambers USA*, Real Estate: Zoning/Land Use, 2005-2013
- *Best Lawyers in America*, 2006-2014
- *Florida Super Lawyers*, 2006-2013
- *Florida Trend*, Legal Elite, 2004-2013
- *Orlando Business Journal*, Businessman of the Year, 2004
- *Orlando Magazine*, 50 Most Powerful People, 2011-2013
- *Orlando Magazine*, Top Central Florida Lawyers, 2010-2013
- *Orlando Sentinel*, Top 25 Power Players, 2004, 2006

## Civic

- Florida Technology, Research and Scholarship Board, Governor Appointee
- Central Florida Partnership, Board of Directors
- James Madison Institute, Board of Directors
- Florida Council of 100, Board of Directors
- Florida Chamber of Commerce, Board of Directors and Past Chair
- Florida Chamber Political Institute, Director and Past Chair
- Enterprise Florida, Governor Appointee and Executive Committee
- Metro Orlando Economic Development Commission, Board of Directors and Past Chair
- Central Florida District Council of Boy Scouts of America, Past President
- National Council, Boy Scouts of America
- Central Florida Sports Commission, Board of Directors and Founding Chair
- Orlando/Orange County Convention & Visitor's Bureau, Board Member
- Floridians for Better Transportation, Board of Directors and Past Chair
- University of Florida Law School, Trustee Emeritus
- Florida A&M University College of Law, Board of Visitors



- Orlando Area Tiger Bay Club, Past President
- Orange County Charter Review Commission, Past Member
- University of Central Florida Foundation, Past Treasurer and Executive Committee Member
- Celebration Health Foundation, Past Chair
- Florida Hospital Cardiovascular Institute, Board of Directors and Past Chair
- Greater Orlando Chamber of Commerce, Past Chair
- Orlando/Orange County Compact, Founding Chair (school dropout prevention program)
- Orlando/Orange County Civic Facilities Authority, Past Chair
- Leadership Florida, Class VII, Graduate and Past Chair
- Leadership Florida, Outstanding Alumni Member, 2006
- Leadership Orlando, Graduate and Past Program Chair
- Greater Orlando Leadership Foundation, Graduate (now Lifeworks Leadership)
- Lifeworks Leadership Legacy Award Recipient, 2009
- First Presbyterian Church of Orlando, Elder and General Counsel
- Spring Lake Neighborhood Association, Past President
- Daytona Beach Area Chamber of Commerce, Past President
- Volusia County United Way, Past General Campaign Chair
- Volusia County Association for Responsible Development, Founder and Director Emeritus
- Leadership Daytona Beach, Program Graduate and Founder
- Civic League of the Halifax Area, Member



### **Jason L. Unger**

GrayRobinson, P.A.  
301 South Bronough Street, Suite 600  
Tallahassee, Florida 32301  
850-577-9090  
jason.unger@gray-robinson.com

## **Experience**

Jason concentrates his practice in the areas of governmental affairs, election law and administrative law matters and regularly works with the executive branch agencies and the Legislature on behalf of his clients.

Prior to joining GrayRobinson, Jason served as special counsel to the Florida House of Representatives. While at GrayRobinson, he has represented George W. Bush and Richard Cheney in the 2000 presidential election contest; the Florida House of Representatives in redistricting; the Republican Party of Florida; and members of the legislature in election law matters. In 2001, Jason was appointed by Gov. Jeb Bush and U.S. Congressman E. Clay Shaw, Jr. to the Florida Federal Judicial Nominating Commission. In 2005, Gov. Bush appointed Jason to the Florida Sports Foundation. In 2008, Jason was appointed by Gov. Charlie Crist to the Supreme Court Judicial Nominating Commission, and, in 2011, Gov. Rick Scott reappointed him to the commission for a term through 2015.

## **Background**

Jason was born in New Jersey and has lived in Florida since 1982. He received his bachelor's degree from the University of Florida in 1990 and then went on to receive his juris doctor from the University of Florida College of Law in 1993. He moved to Tallahassee from Fort Lauderdale in 1998.

## **Education**

- **University of Florida, B.S.B.A. (1990)**
- **University of Florida, J.D. (1993)**

## **Admissions**

- **Florida**
- **U.S. District Court, Southern District of Florida**

## **Professional Associations & Memberships**

- **The Florida Bar**
- **Judicial Nominating Commission**
  - **Florida Supreme Court, 2011-2015, reappointed by Gov. Rick Scott**
    - **Vice Chair, 2013**
  - **Florida Supreme Court, 2008-2011, appointed by Gov. Charlie Crist**
    - **Chairman, 2009-2010**
  - **Florida Federal, 2001-2005, appointed by Gov. Jeb Bush and U.S. Congressman E. Clay Shaw**
- **National Republican Congressional Committee, Florida Counsel, 2010 cycle**



- Florida House of Representatives, Redistricting Counsel, 2002 and 2012 cycles
- Rudy Giuliani Presidential Campaign, Florida Counsel, 2007-2008
- Republican Party of Florida, Election Law Counsel, 2002
- Litigation Counsel to George W. Bush and Richard Cheney, 2000 Presidential Election Contest
- Florida House of Representatives, Special Counsel, 2000
- Appointed by Gov. Jeb Bush to the Boards and Commissions Review Panel, 1999-2000

### Media Mentions

- Interview on Fox News Channel, October 2010
- Interview on Fox News Channel, Election Day, November 2010

### Civic

- Florida Sports Foundation, Board of Directors, 2005-2007, appointed by Gov. Jeb Bush
- Florida Tax Watch, Board of Trustees, 2004-2006
- National Jewish Coalition, South Florida Chairman, 1996-1998
- Florida Blue Key

### Reported Cases

Significant reported cases include:

- *In re Senate Joint Resolution of Legislative Apportionment* 1176, 83 So.3d 597 (Fla. 2012)
- *Martinez v. Bush*, 2002 WL 31740366 (S.D. Fla. 2002)
- *Florida Senate v. Forman*, 826 So.2d 279 (Fla. 2002)
- *In re: Constitutionality of House Joint Resolution 1987*, 817 So.2d 819 (Fla. 2002)
- *Palm Beach County Canvassing Board v. Harris*, 772 So.2d 1273 (Fla. 2000)
- *Gore v. Harris*, 2000 WL 1770257 (Fla. Cir. Ct. 2000)
- *In re: Constitutionality of House Joint Resolution 25E*, 863 So.2d 1176 (Fla. 2003) (NO.SC03-1912)



## Assistant Lead Attorneys



### **Christopher L. Carmody, Jr.**

GrayRobinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801  
407-843-8880  
chis.carmody@gray-robinson.com

## Experience

Chris earned his certification as a Designated Professional Lobbyist from the Florida Association of Professional Lobbyists and is an attorney admitted to practice in all Florida state courts. He has substantial experience handling government relations matters, including representation before the Florida legislative and executive branches, purchasing and procurement appeals, and professional licensing. Chris's clients range from small cities to Fortune 500 companies, and his experience runs the gamut of state-level needs and issues, from the passing of landmark legislation to proficiency on the appropriations process.

Chris also practices in litigation, land use, construction and sports law. His practice includes obtaining state and local government regulatory approvals as well as matters related to the acquisition, development and utilization of real property. He has represented contractors, engineers, architects, developers, owners, subcontractors, and suppliers in issues relating to land use and construction law. Chris provides legal work to the Central Florida Sports Commission and has handled numerous high-level sports matters at the legislative level, including tax exemptions, workers' compensation and other matters that affect sports franchises.

## Background

Chris was born and raised in Orlando, Florida. He graduated from Bishop Moore Catholic High School in 1998. Four years later, he received his undergraduate degree in political science from the University of Florida, with a minor in human nutrition. While at UF, Chris was active in student government activities and regularly attended both football and basketball games.

In 2005, Chris graduated from the University of Florida Levin College of Law. During law school, Chris interned at the Florida Supreme Court for The Honorable Raoul G. Cantero. He also researched under Dean Jon Mills in the Center for Governmental Responsibility. He was a member of the Justice Campbell Thornal Moot Court Board and in his final semester served as president.

## Education

- **University of Florida, B.A. (2002)**
  - Senate President, Student Government
  - Florida Blue Key
  - Hall of Fame
  - Phi Beta Kappa
- **University of Florida Levin College of Law, J.D. (2005)**
  - Justice Campbell Thornal Moot Court Board



- President
- Regional Champion, Thomas Tang National Moot Court Competition
- Vice President, Florida Blue Key
- Intern, Honorable Raoul G. Cantero, Florida Supreme Court
- Research Assistant, Center for Governmental Responsibility
- Order of the Barristers
- Chair, Class Gift Committee

### Admissions

- Florida
- U.S. District Court, Middle District of Florida
- U.S. Court of Appeals, 11th Circuit

### Professional Associations & Memberships

- The Florida Bar
- Judicial Nominating Commission, 9th Judicial circuit, 2013-2015
- Orange County Bar Association
- Inns of Court
- Florida Association of Professional Lobbyists, Designated Professional Lobbyist

### Awards & Recognitions

- University of Florida Alumni Association, Leader of the Year, 2012-2013
- Florida *Super Lawyers*, "Rising Star," 2009-2013
- *Orlando Business Journal's* "40 Under 40," 2010
- *Florida Trend*, Up and Comer, 2011-2013
- Eagle Scout Award, Troop 76, Orlando, Florida

### Civic

- Kissimmee/Osceola County Chamber of Commerce, Board of Directors, 2013-present
- Seminole County Chamber of Commerce, Board of Directors, 2013-present
- Central Florida Gator Club, President, 2012-present
- City of Orlando, Certification Board, 2012-present
- IDignity, Board Member
- Frederick Leadership Initiative, Co-Chair
- Junior Achievement Professional Connection, Classroom Teacher
- Tiger Bay, Board Member, President
- Business Force, Board Member
- University of Florida Law Alumni Council, Member
- Connect Florida Leadership Institute, Class I
- College Leadership Florida, Class VII
- Orange County Young Republicans, Former President
- Central Florida Boy Scout Council, Vice Chair, Golden Eagle Dinner
- Central Florida Partnership, Young Professionals Advisory Board, Co-Founder; Former Chair

City of Key West  
April 9, 2014

GRAY | ROBINSON  
ATTORNEYS AT LAW

- Leadership Seminole, Class 19
- Leadership Orlando, Class 73

#### **Presentations & Seminars**

- "Sales Tax Update on Commercial Leases," National Association of Industrial and Office Products (NAIOP) Central Florida Chapter, Orlando, Florida, January 16, 2014





**Timothy M. Cerio**

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tim.cerio@gray-robinson.com

**Experience**

Tim focuses his practice on government affairs; administrative law, including representation of clients in regulatory, administrative and quasi-judicial proceedings; health care and health care regulation; and complex litigation in state and federal courts. In 2013, Tim was appointed by Florida Governor Rick Scott to the Judicial Nominating Commission for the First District Court of Appeal.

Tim previously served as general counsel of the Florida Department of Health. With over 16,000 employees and a \$2.8 billion budget, the Florida Department of Health is responsible for regulating all licensed health care practitioners and delivering public health services throughout the state of Florida. As general counsel, Tim provided advice and counsel to the secretary and other department leaders on legal issues impacting the operation and administration of the Department of Health and managed and supervised the activities of a statewide team of over 75 lawyers under the Office of the General Counsel. Tim was later named chief of staff of the department. As chief of staff, Tim functioned as the chief operations officer for the Department of Health and served as the secretary's primary strategic liaison with the Executive Office of the Governor and other governmental and community partners, regularly working with the senior leadership of the Governor's other executive agencies.

**Background**

Tim was raised in Bradenton, Florida, and received his bachelor's degree in political science from the University of Florida in 1990. During his tenure at the university, Tim was appointed by Governor Lawton Chiles to serve as the student member of the Florida Board of Regents. As a regent, Tim created and chaired the State University System Minority Student Retention Task Force. Additionally, Tim received the Outstanding Male Leader award for his graduating class, was a member of the Florida Blue Key leadership honorary and was elected to the University of Florida Hall of Fame. Tim earned his juris doctor degree with honors from the University of Florida College of Law in 1995. During law school, Tim was a member of *The Florida Law Review* Editorial Board. Tim also served as a law clerk to The Honorable Thomas G. Wilson, U.S. magistrate judge for the Middle District of Florida.

**Education**

- **University of Florida, B.A. (1990)**
  - Florida Board of Regents, Student Member
    - State University System Minority Student Retention Task Force, Chairman
    - University of Central Florida Presidential Search Committee
  - Florida Blue Key
  - Student Lobbying/Government Relations, Director
  - UF Outstanding Male Leader Award
  - University of Florida Hall of Fame



- Phi Delta Theta Fraternity, President
- Bill Fleming Memorial Award for Outstanding Service to the University Community
- **University of Florida College of Law, J.D. (honors, 1995)**
  - *The Florida Law Review*, Editorial Board

## Admissions

- Florida
- U.S. District Court, Northern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. Court of Federal Claims
- U.S. Court of Appeals for the 11th Circuit
- U.S. Court of Appeals for the Federal Circuit

## Professional Associations & Memberships

- The Florida Bar
  - Health Law Section, 2008-present
  - Administrative Law Section, 2008-present
  - Young Lawyers Division Board of Governors, 2001-2002
  - Student Education and Admissions to the Bar Committee, Chairman, 2000-2002
- Judicial Nominating Commission, First District Court of Appeal, 2013-present
- Hillsborough County Bar Association
  - Young Lawyers Division, President, 2000-2001
  - HCBA Legislative Liaison, 2002-2004

## Civic

- Leadership Florida, Class XXX
- University of Florida Alumni Association Board of Directors, 2007-present
- University of Florida Law College Alumni Board of Trustees, 2009-present
- University of Florida College of Law Alumni Council, 1996-2009; President, 2005-2006
- Florida Blue Key Alumni Advisory Board, 2006-present
- Outstanding Young Alumnus Award, University of Florida, 2006
- UF Student Affairs Development Board, 2008-present
- The Tampa Gator Club, 1995 - 2003; President, 1999-2000
- Leadership Tampa, Class of 2003





**Robert F. Stuart Jr.**

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301 East Pine Street, Suite 1400  
Orlando, Florida 32801  
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## Experience

Following his graduation, Robert served as a Legislative Aide to the Florida House of Representatives for a district that represents much of Orlando and Orange County. His experiences in the halls of our State Capitol give him a deep understanding of and a unique perspective on the inner-workings of the Legislative process, and the strategy necessary to be successful in Tallahassee.

Robert's familiarity in local and state level policymaking stems from his personal experience, his service with the Florida House, and from being part of a family steeped in a history of public service. His family consists of a former State Senator and City Commissioner, a 25-year president of the local chamber of commerce, a current elected member of the Orlando City Council, and a recent congressional candidate. This alone gives Robert firsthand knowledge of the work and dedication required to create and implement good public policy.

Robert's lobbying experience includes representing clients of all shapes, sizes and interests. From public-sector clients, such as cities, law enforcement offices and the Clerks of Courts, to Fortune 500 companies, Roberts interacts with every committee and every legislator in Tallahassee regardless of party affiliation. Robert has considerable experience with the long term challenges of creating and passing landmark legislation that transforms public policy, including the establishment of a new medical school at the University of Central Florida, Charter School reformation, economic development incentives, and SunRail advocacy.

## Background

Robert is a government affairs director based in our Orlando office. Born and raised in the Orlando area, he is a 2001 graduate of Edgewater High School and a 2005 graduate of the University of Florida with a degree in political science. During his time at the University of Florida, he was president of his fraternity, was active in student government, and held leadership positions in a number of student-led community service initiatives, raising money for organizations such as the Children's Miracle Network.

## Education

- **University of Florida, B.A. political science (2005)**
  - Sigma Chi Fraternity, President

## Professional Associations & Memberships

- Florida Association of Professional Lobbyists, Member
- Florida Association of Professional Lobbyists, Designated Professional Lobbyist

### Awards & Recognitions

- *Orlando Business Journal*, "40 under 40," 2010
- *Orlando Business Journal*, Most Influential Businessmen Nominee, 2010
- *Orlando Business Journal*, 10 Businessmen to Watch, 2010

### Civic

- Orange County Public Schools Foundation, Past Member
- Community Education Partners "E-Pal" Program
- Children's Miracle Network, Shands Children's Hospital
- CHAMPS Alachua County Mentoring Program
- College Park Baptist Church, Summer Youth Minister
- Crosspoint Christian Sports Camp, Counselor and Basketball Coach
- Leadership Orlando Graduate, Class 67
- Leadership West Orange Graduate, Class of 2009
- Tiger Bay Club of Orlando, Member
- Central Florida Partnership, Young Professionals Advisory Board, Co-Founder



## Section 4: Implementation of Scope of Services

### Approach

Under the leadership of our team, GrayRobinson has the capacity to provide the full scope of legislative lobbyist services for the City. As indicated throughout this response, our team has successfully represented numerous clients before the Governor, Cabinet, Legislature, and state agencies. We are fluent in the actions needed to ensure the City is represented in policy, legislative, appropriations and technical matters.

To help ensure a successful relationship, we propose an approach that includes frequent and on-going communication, including attendance at all appropriate meetings of the leadership of the City and any other meetings pertaining to its state legislative agenda. We will work with City leadership to ensure we understand both the immediate and long-term goals that are key to the success of the City and the advancement of its strategic plan.

We will work with the House and Senate Leadership, including the House Speaker's and Senate President's teams and the chairpersons of the House and Senate Committees, along with the members of the Key West Legislative Delegation, to keep issues of importance to the City in the forefront during the upcoming session.

Concurrently, the team will work with Florida's Governor and his staff to ensure their understanding and continued support of the City's legislative agenda. It will be of the utmost importance to work diligently throughout the Session and into the interim in a time of budget restraints to be sure the City issues are put forth to the right people at the right time. Additionally, it is critical that all members of the Florida Legislature understand the issues that the City has deemed a priority.

Our team has the knowledge and the long-term experience essential to preparing legislation, both general bills and amendments; identifying funding sources and successfully shepherding specific appropriations through the House, Senate and Governor's office. As importantly, our team is skilled in defeating unfriendly legislation and attempts to reduce or eliminate appropriations line items and proviso language which are detrimental to our clients.

GrayRobinson is well-respected in both the Legislative and Executive Branches, including the state agencies, and has a broad network of personal and professional relationships with the policymakers as well as with their staff. These are relationships built on trust and respect based on years of honest and forthright interactions.

As an example of the level of trust we have with the Legislature, GrayRobinson has served as legal counsel to the Florida House in challenges to Reapportionment in 2001 and 2011. This legal representation is continuing today.

As quickly as the team is selected and we have met with City leadership, key legislators both in and out of Key West will be notified. Together we will identify other legislators who may be advocates for the City, as well as those who may, for whatever reason, oppose your legislative priorities. We will also work closely with the Leadership of the Minority Party in both the House and Senate. The development of a working group of legislators who support the City will be among the first priorities.



## Tracking and Analyzing State Legislation

The GrayRobinson team constantly monitors all legislative bill filings, appropriations requests, and amendment filings. We subscribe to LobbyTools and use this as our primary bill tracking and monitoring system. It enables us to research bills, PCBs, statutes, legislators, committees, calendars, Florida and national news, press releases and other essential information pertaining to Key West. We can modify the system to generate customized reports specific to Key West to ensure you receive the most up-to-date information available. Additionally, we enjoy great relationships with the staff and secretaries of the various state agencies and will use these relationships to monitor their activities.

## Staffing

The GrayRobinson team will spend as much time as it takes to ensure that all of the needs of the City are properly addressed throughout upcoming Legislative Sessions and all necessary follow-through is completed in the weeks/months after Session concludes. As a matter of our culture, GrayRobinson is the consummate team atmosphere. When you hire our team, you obtain access not only to the team members set forth in this response, but to any member of the firm whose inclusion would be beneficial to achieving your goals at no additional cost.

The firm's style and general approach to clients is one where we stay in close contact with clients and meet with them often to ensure full communication. GrayRobinson manages work so that it is done in the most efficient way possible. GrayRobinson will utilize a team approach designed to maximize communication and responsiveness to the City of Key West's needs. The Primary Lobbying Leads at GrayRobinson for all work done on behalf of the City will be Jason Unger and Fred Leonhardt. They will be supported by Chris Carmody, Tim Cerio and Robert Stuart.

When a question or concern needing immediate attention arises, GrayRobinson has accessible and available leaders in place for issue resolution. To ensure the City's matters are completed efficiently and promptly, from time to time management of particular projects may be delegated to one of the team members. However, oversight of and accountability for the City's matters will continue to rest with Jason and Fred.

GrayRobinson believes this team approach will allow us to accomplish three critical objectives in representing Key West. These objectives are: (1) to provide quality legislative and executive lobbying services; (2) to maintain the flexibility necessary to respond to problems swiftly and thoroughly; and (3) to facilitate communication and accountability. GrayRobinson believes in the quality of the work we produce, not the quantity. We are committed to the quality representation of each of our clients and can ensure the City of our availability as well as accessibility to timely address your needs.

In addition to the team's own experience, Jason and Fred will have the ability to call upon the vast experience and qualifications of nearly 300 GrayRobinson attorneys, government consultants and other professional staff. These attorneys come from various professional backgrounds, including government, private industry, and law firms. This expertise is provided without any additional costs to Key West as part of our executive and legislative lobbying effort. This proposal summarizes in detail the experience and expertise of the GrayRobinson lawyers and government consultants with whom you will have the most interaction under this proposal, but it is no way an exhaustive list of the many who are standing ready to assist the City with its legislative needs.



## Performance Benchmarks and Plans

With a legislative agenda that can often be as diverse as it is lengthy, the City needs a lobbying team that has the experience and work ethic to achieve results. GrayRobinson has the proven track record to provide Key West with the experience needed for successful results. Additionally, GrayRobinson prides itself on exceptional customer service providing continuous communication with its clients.

In that regard, during the Legislative Session, you will find that GrayRobinson personnel are adept at legislative drafting, strategy development, one-on-one lobbying, committee presentations, etc. We effectively utilize our skills, our client's grassroots organization, and ever-improving technology to assure that we "get results" and that we are in constant contact with the client. In addition to using state-of-the-art technology in our advocacy, we also maintain excellent relationships with the Chairs and staff of the Senate Community Affairs Committee and the House State Affairs Committee, the Senate and House Transportation Committees, the Senate Communications, Energy and Public Utilities Committees, the House Energy and Utilities Committee, as well as the all-important appropriations committees so that we are aware of issues and opportunities as soon as they arise.

After session, we will ensure that there is appropriate follow-through on bills impacting the City. We have excellent working relationships with the Governor and his staff members. We will also assure that your members are thoroughly informed regarding the impact of all session matters.

We are recognized by our clients for our efficiency and effectiveness in the lobbying arena and we look forward to continuing to provide our top-quality services to Key West.

## Development of an Annual State Legislative Agenda

GrayRobinson suggests that, as soon as we are selected, a legislative workshop should be scheduled. Critical to that workshop should be the development of a legislative agenda for the Session and clear articulation of goals and expectations that, combined with this scope of service, will serve as our guide and roadmap in our representation of Key West at the legislative level. Thus, the sooner an agenda and strategy are set, the sooner our team can start advocating on the City's behalf.

## Identifying Activities and Issues of Potential Interest to the City

Once the legislative priorities are outlined for 2015, GrayRobinson will diligently monitor and work to identify activities and issues of potential interest to Key West. As quickly as the team is selected and we have met with City leadership, key legislators both in and out of Key West will be notified. Together we will identify other legislators who may be advocates for the City, as well as those who may, for whatever reason, oppose your legislative priorities. We will also work closely with the Leadership of the Minority Party in both the House and Senate. The development of a working group of legislators who support the City will be among the first priorities.

## Facilitating Effective Relationship Building

GrayRobinson goes to great lengths to build long and lasting relationships with key decision makers outside the walls of the State Capitol. Using our eleven offices throughout the state we get to know these members in their home towns, we support their causes; we are neighbors and friends. Keep in mind that these relationships guarantee nothing, other than a chance to make our case at the most opportune time. Further, one cannot effectively advocate without the ability to interact and work with legislators, members of



the Governor's staff, and with the heads of the state's many agencies. Therefore, our experience and successes speak for themselves as it relates to our ability to effectively work with these individuals and groups.

GrayRobinson firmly believes in its ability to advocate before the Legislature, but also recognizes that sometimes the best advocate is the client. We will work with the City to identify opportunities for the City to not only speak on matters affecting it, but also for representatives from the City to be regarded as thought-leaders on issues that directly impact counties.

### Maxims for Successful Lobbying

- **Know Your Strengths** – Perhaps the most important, yet overlooked rule in lobbying is to know your strengths. Some may claim to have a great relationship with all 160 legislative members and all four cabinet members. However, unless a lobby team employs an army for a staff and every "soldier" is fully competent to handle the complex issues inherent in Tallahassee lobbying, this is impossible. Between the many members, individual and committee staff, the press and competing interests, a lobbyist can lose track of issues quickly. Our team constantly monitors the progress of our initiatives, so that we can quickly recognize where we may be falling short and need to redouble our efforts. As an example, if we are actively working on 20 bills during a given session, we always keep an up-to-the-moment running list on hand of committee stops and note when we have "touched" a member on the issue/bill. If our relationships on a particular committee are not the strongest, we stop at nothing to work "back channels" to ensure our message is heard. In other words, we know our strengths and we maximize them through capitalizing on our strongest relationships and tracking legislation with precision. We believe whole-heartedly in the mantra that "if you don't know the vote count before the meeting begins, you didn't do your job." Certainly there are surprises from time to time, as there are in every business, but we endeavor to avoid surprises. The key though remains to know one's strengths. We must acknowledge where our shortcomings are to overcome them for our clients. We have implemented this maxim into our practice and it has proved very successful.
- **Assume Nothing** – In the legislative lobbying process, there is plenty of information (and misinformation) through which one must sort. There is the word of a member, of his/her aide, of committee staff, or that of another lobbyist. Often times, the truth lies somewhere in the middle of the mixed-messages and sometimes not at all. To be clear, we are not accusing anyone, nor would we, of intentionally lying or being deceptive; we wish only to point out that in the midst of the chaos of session, accurate information can be tough to find and "trust but verify" applies to everything. With that understanding, our team seeks to always confirm "intel" received, regardless of the source, whether the news is good or bad. Bottom line: we must have accurate information in order to best achieve our clients' goals.
- **Always Have a Backup Plan** – What good is a stand-alone filed bill in the process, when so very few bills reach final passage? The answer is simple – a filed bill is nothing but a good start. In 2012, less than 15% of bills filed before session actually passed through both chambers. We firmly believe that a good lobbyist must have backup plans and backups for the backup plans. In 2013 session, we had major success for our clients, but much of that came through the amendatory process. With any issue you bring to us, GrayRobinson will seek the desired result through all avenues and thus, we are confident we can achieve success.



- **Be Honest and Direct** – Perhaps an ironic maxim for a lobbyist, but it is one of utmost importance to our practice. We are often our clients' sole presence in Tallahassee. As such, we are intent upon being highly ethical and honest when dealing with all participants in the legislative process. A dishonest or underhanded "label" never escapes someone in this process once a perception has taken hold. We refuse to hurt our clients or our firm in that situation. We can commit to you now that you will never have to worry about your lobbyists creating a situation where the City must own up to misrepresentations.
- **Make the Extra Call** – During the session, the lobbying process often starts early (5am) and ends late (5am). Throughout each day, there are plenty of opportunities to lobby a member and we try to take advantage of every one. Whether it is waiting outside of a member's office late in the day or early in the morning, sitting at one of the member's favorite restaurant, or making that extra call to confirm a member's vote, alleviate concern or answer questions, we do it. It can be a grueling and sometimes unfulfilling exercise, but it is the only way to truly know that we have done everything possible for a client who is counting on us and we would have it no other way. Our clients' success is our success and we make every extra call necessary to get the job done.
- **Be Good Constituents** - Utilizing GrayRobinson's 11 offices across Florida, we host many fundraisers and events in or near the members' home districts. Therefore, almost universally, we are viewed not only as Tallahassee consultants, but as constituents, neighbors, and a local employer. We fully leverage this statewide reach to ensure that members of the House and Senate based in or near the communities of our 11 offices know and trust our team, and to that effect, legislators readily welcome our requests and client concerns.

In conclusion, our experience with passing legislation that implements good public policy, obtaining funding for worthy projects and initiatives, and advocating to regulatory agencies for our clients makes GrayRobinson uniquely suited to serve the City in this capacity. We look forward to achieving more success for you in the near and long-term future.

## Section 5: Fees

GrayRobinson would be pleased to continue to represent the City of Key West. In handling this representation, we would like to provide the following fee proposal:

**Fixed fee:**

- \$6,000/month = \$72,000/year
- \$25 Executive Lobbyist registration fee for each team member
- Up to \$50 Legislative Lobbyist registration fee for each team member

Any expenses for travel at the City's request would be billed separately.



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: Jason L. Unger

[Signature]

sworn and prescribed before me this 26 day of March, 2014

Mari-Jo Lewis-Wilkinson  
NOTARY PUBLIC, State of Florida

My commission expires: \_\_\_\_\_



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West  
by Jason L. Unger, Shareholder  
(Print individual's name and title)  
for GrayRobinson, P.A.  
(print name of entity submitting sworn statement)

whose business address is 301 South Bronough St., Suite 600, Tallahassee, FL 32301  
and (if applicable) its State Employer Identification Number (FEIN) is 59-1300132  
(If the entity has no FEIN, include the Social security Number of the individual signing  
this sworn statement: N/A

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or state law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any state court of record relating to charges brought by indictment of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime;  
or



2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. the term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

  N   Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


  
(SIGNATURE)

March 26 2014  
(DATE)

STATE OF Florida

COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority Jasmi L. Brown who, after first being sworn by me, (name of individual) affixed his/her signature in the space provided above of this 26 day of March, 2014

  
NOTARY PUBLIC

My commission expires:





## CONE OF SILENCE

STATE OF FLORIDA

SS:

COUNTY OF ~~MONROE~~ *Leon*

I the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of GrayRobinson, P.A. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

BY: *[Signature]*

sworn and prescribed before me this *26* day of *March*, 2014 by *Jason L. Linger*, personally known to me.  
NOTARY PUBLIC, State of Florida *Mari Jo Lewis-Wilkinson*  
My commission expires:



Sec. 2-773. Cone of silence.

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) Competitive Solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

(3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank, select,

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\*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks

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an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

(5) Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications.

A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

(1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

(3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not

Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

(2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publically noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure

(1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by



section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

(3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.



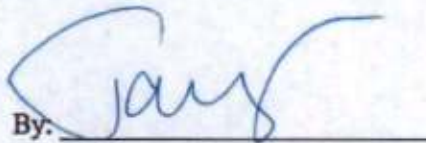
**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )

: SS

COUNTY OF LEON )

I, the undersigned hereby duly sworn, depose and say that the firm of GrayRobinson, P.A. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 

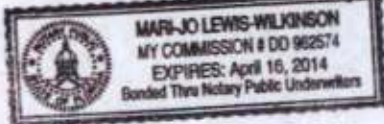
Sworn and subscribed before me ~~this~~ by Jason L. Linger, personally known to me, this

26 day of March, 2014

Mari-Jo Lewis-Wilkinson

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_



**City Ordinance Sec. 2-799**  
**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) *Benefits* means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) *Bid* shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) *Cash equivalent* means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) *Contract* means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) *Contractor* means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) *Covered contract* means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
  - (7) *Domestic partner* shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
  - (8) *Equal benefits* mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.



- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
  - (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
  - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
  - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
  - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
  - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
  - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
  - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

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(e) Exceptions and waivers.



The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.



**City of Key West RFP # 005-14**  
**State Government Relations Services**



April 9, 2014

Gabriela Mott, Purchase Agent  
City of Key West  
City Hall, 3126 Flagler Avenue  
Key West, FL 33040

***Re: City of Key West RFP # 005-14 State Government Relations Services***

Dear Ms. Mott:

Please accept this correspondence and supporting documentation as a response to the City's Request for Proposal for State Government Relations Services. Our Team has worked to combine the expertise of specific individuals to assure the requisite experience to fulfill the scope of services the City is seeking. Erin L. Deady, P.A., together with Ramba Consulting Group, LLC, provides significant depth of experience in State Government relations matters including services for the City before the Executive Branch, Legislators, and Legislative Staff of the State of Florida to secure funds and represent the City's interests. We are simultaneously accessible to the City and in the centers of activity where the City can leverage the greatest influence to achieve specific legislative outcomes based on a set of priorities.

Our Team has a strong background in the development of legislative strategy, particularly that of grant strategy, appropriations at the federal and state levels for projects, programs and initiatives and the monitoring and tracking of state legislation and priority regulations. The Team has worked with key local, state and federal agency, association and legislative entities including relevant elected decision-makers, staff, committees, appointed officials, stakeholder groups and industry associations. The Team currently represents numerous local governments across the State.

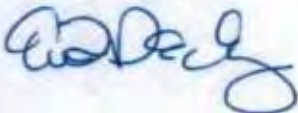
In Sections 1-3 in this proposal, the Team provides a Current Client List, Firm Experience and References and Personnel Qualifications and Availability demonstrating:

- Our experience and track record identifying and securing funds and grants for government entities,
- Our ability to provide government relations services, and
- Our success in enhancing local government relationships with the State of Florida.

Section 4 provides an overview of how the Team will implement the scope of services with a work breakdown structure and Section 5 provides a fee structure. This proposal is valid for 120 days from the date of submittal.

We appreciate the opportunity to provide a proposal for this scope of services. For any additional information requested, please do not hesitate to contact me.

For the Team,





## Section 1: Introduction

The Team consists of the following members:

**David E. Ramba**  
**Ramba Consulting Group, LLC**  
**120 South Monroe Street**  
**Tallahassee, Florida 32301**  
**Office: 850.727.7087**  
**Facsimile: 850.807.2502**

**Erin Deady, Esq. (Project Manager)**  
**Erin L. Deady, P.A.**  
**1111 Hypoluxo Road, Suite 207**  
**Lantana, Florida 33462**  
**Office: 561.586.7116**  
**Facsimile: 561.586.9611**

## Current Client List

The client list for the Team is as follows:

### Ramba Consulting Group, LLC

- Village of Wellington, FL
- City of Daytona Beach, FL
- City of South Daytona, FL
- Indian Trail Improvement District, FL
- Pinellas Park Water Management District, FL
- Town of Longboat Key, FL
- Town of Loxahatchee Groves, FL
- Lealman Special Fire Control District, FL
- Loxahatchee Groves Water Control District, FL
- Professional Firefighters & Paramedics of Palm Beach County
- Spring Lake Improvement District, FL
- Associated Industries of Florida
- AT&T
- Benderson Development
- Building Officials Association of Florida
- BYDSSE Gaming, LLC
- Cargor Partners III
- Consulate Health Care
- Florida Arcade and Bingo Association, Inc.
- Florida Association of Public Insurance Adjusters
- Florida Chiropractic Association, Inc.
- Florida Concrete & Products Association
- Florida Health Care Association
- Florida Independent Concrete & Associated

### Erin L. Deady, P.A.

- Monroe County, FL
- Bay County, FL
- Escambia County, FL
- Village of Wellington, FL
- Town of Lantana, FL
- City of West Palm Beach, FL
- Florida Green Finance Authority
- City of West Palm Beach Downtown Development Authority



Products

- Florida Optometric Association
- Florida Optometry Eye Health Fund, Inc.
- Florida Water Quality Association
- Healthcare Management Decisions, Inc.
- International Code Council
- Masonry Association of Florida, Inc
- Neal Communities
- Notary Act
- Palm Beach West Associates I, LLLP
- RamJack
- Riskwatch International, LLC
- SunCoast Aquatic Nature Center Association
- Uber Technologies, Inc.





**Section 2: Firm Experience and References**

Many of the issues the Team has represented clients on have involved some level of regulatory skill and experience including environmental, energy, water resources, agriculture, utilities, taxation, franchise issues, employment matters, housing issues, Americans with Disabilities Act, land use and permitting, civil justice reform, transportation, building codes, workers' compensation, health insurance, eminent domain, contract negotiations and appropriations matters for state and local programs and administrative rulemaking before state and federal agencies and legislators. In particular, the Team frequently represents clients on complex land use and environmental regulatory matters including wetlands, energy and environmental resource permitting at the federal and state levels.

Team members have significant experience in testifying before the Governor and Cabinet, legislative committees, agency boards, local governments and federal and state agencies. Team members have also drafted testimony for clients and stakeholders to advocate positions before similar bodies.

All Team members have strong skills in providing information, analysis, communications and opinions to legislators and government leaders to serve as the basis for informed and balanced decision-making. The Team is strong in the areas of research and analysis of legislation and regulatory proposals and communicating the impacts of those proposals on a client's position as well as knowledge of grant strategy, reporting and other typical grant requirements.

Team members all have strong communication skills, as demonstrated by the following areas of expertise:

- Drafting legislative proposals and securing sponsors for key pieces of legislation;
- Presentations on legislative proposals and issues for clients;
- Researching, analyzing and developing policy and position statements including targeted fact sheets and data summaries;
- Achieving strong relationships with members of the press, relevant staff and committee members;
- Writing successful grant strategies and applications, including meeting all grant follow up, reporting and monitoring requirements;
- Building coalitions, stakeholder support and implementing grassroots campaigns through effective use of legislative alerts, blogs, social media, developing web and media campaigns, and building support for, or opposition to, legislative proposals;
- Development of communications strategies to achieve specified outcomes including personal communications from key constituents, targeting personal communications; and
- Keeping clients regularly informed of key milestones, votes and decision points.





Given that the City's scope of services is heavily focused on securing funding sources for projects, the City should also consider that numerous Federal funding opportunities exist and that state grant funding sources have been more limited than in years past. The Team recommends pursuing both State and Federal funding opportunities (as well as available private foundations) to secure funds for high priority projects. The Team is very familiar with the status of numerous Federal funding grant opportunities and the general timelines with which those cycles are advanced.

Important to note, the Team is currently representing three (3) counties, including Monroe, receiving funds from the Deepwater Horizon Spill in 2010. The significance of this representation is that all civil penalties awarded and disbursed to the local governments will occur in the form of Federal grants overseen by the U.S. Department of Treasury and the Gulf Restoration Council (a new Federal Agency). The Team is already responsible for preparing these local governments to assure that all auditing requirements are met, expenditure plans are prepared and all monitoring, reporting, procurement and other Federal granting requirements are met when funds are disbursed. Through the Team's work on the Gulf Oil Spill, the Team is also very familiar with other sources of funds that can be leveraged with civil penalty damages received, or used as grant sources for the City, including National Oceanic and Atmospheric Association funds, National Fish and Wildlife Foundation funds among others.

The Team is experienced in all aspects of Davis-Bacon (wage reporting) requirements, Buy America (for equipment purchases including exemptions from same) and other Federal grant requirements. Important to note, new Federal Rules (Code of Federal Regulations) have been adopted that create "uniform" Federal grant guidelines. In December 2013, the U.S. Office of Management and Budget ("OMB") adopted streamlined regulations regarding the Federal government's guidance on "Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." These modifications were a key component of a larger Federal effort to more effectively focus resources on improving performance and outcomes while ensuring financial integrity with non-Federal stakeholders for Federal grants. This guidance provides a Federal government-wide framework for grants management which will be complemented by additional efforts to strengthen program outcomes through performance metrics and evaluation. This final guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidances); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. The final guidance consolidates the policies previously contained in the aforementioned citations into a streamlined format that aims to improve both clarity and accessibility. This rule is located in Title 2 of the Code of Federal Regulations.

The Team has significant experience in grant strategy development, management, monitoring and compliance. Currently, the Team is managing a Planning Assistance Federal grant for the Florida Green Finance Authority (U.S. Department of Commerce's Economic Development Administration) and is well familiar with Federal granting guidelines, as other grants have been managed pursuant to the same requirements. The Team has won successful procurements to manage complex grants with numerous partners, contractors and projects and received favorable auditing results upon grant completion.



**References**

**Team Reference #1: Village of Wellington (Legislative Reference: Paul Schofield, City Manager, [pschofield@wellingtonfl.gov](mailto:pschofield@wellingtonfl.gov), Phone: 561.791.4000).** The Team of Ramba Consulting Group, LLC and Erin L. Deady, P.A. is currently representing the Village of Wellington in the 2014 legislative session. The Team is monitoring and tracking all priority legislation for the Village, providing extensive weekly reports during the session. The Team currently tracks major developments related to water quality, rulemaking and other issues important to the Village through weekly reporting. The Team is finalizing a Grant Strategies memorandum focusing on the following key areas the Village is seeking grant funding for over the next year:

1. Water Quality,
2. Hazard Resiliency,
3. Safety and Security,
4. Transportation,
5. Economic Development and Redevelopment,
6. Community and Cultural Projects,
7. Parks and Natural Environment, and
8. Multi-purpose projects.

In this scope of services, the Team provided a specific tasks and deliverables list, as well as target dates and deadlines, to harmonize the Village's budgetary cycle (to identify matching funds for Grant applications) and develop priorities for the 2015 legislative session. To meet consistent budgetary expectations, the Team manages the contract on a flat monthly retainer structure with the ability to develop task orders for specific projects that may exceed the original scope of services.

**Team Reference #2: Town of Lantana (Grant Reference: David Thatcher, Development Services Director, [dthatcher@lantana.org](mailto:dthatcher@lantana.org), Phone: 561.540.5032).** Erin L. Deady, P.A. has secured a total of \$2,040,851.00 to benefit the Town of Lantana, either directly as the grant applicant or as a partner in a multi-recipient grant partnership. In 2010, Ms. Deady spearheaded an effort to create a coalition of five (5) cities in Palm Beach County to pursue a \$1.238 Million grant through the Florida Energy and Climate Commission. The grant approach included a citywide greenhouse gas emissions inventory for all five (5) participating municipalities (Lantana, Haverhill, Ocean Ridge, Palm Beach Shores and the City of Atlantis), development of an overall energy conservation strategy that includes reductions of greenhouse gas emissions, and investment grade energy audit of city facilities and buildings, a transportation strategy to reduce greenhouse gas emissions, and a building code strategy to reduce energy use from existing and new buildings and homes. The strategy also included an educational component to allow the cities to increase energy conservation awareness and provide tools and resources for citizens and businesses to complete energy conservation projects. The strategy included a partnership with FP&L, 1,000 Friends of Florida and Radio Green Earth, a non-profit environmental green radio program on the local NPR affiliate. Ms. Deady developed the grant strategy, wrote the grant, secured the partnerships, coordinated all data required for the grant submittal, secured support from Treasure Coast Regional Planning Council and administered the entire grant consistent with Federal Grant reporting standards. The Projects were completed in July 2012. In furtherance of this





grant, Ms. Deady also secured \$391,851.00 in grant funds from Palm Beach County for four (4) of the cities to complete energy retrofit projects on their municipal halls and facilities.

Ms. Deady secured a \$341,000.00 grant through the Florida Energy and Climate Commission to develop a multi-jurisdictional energy efficiency and renewable energy finance program (Property Assessed Clean Energy "PACE") with the Town of Lantana as the government partner in the formation of the program ([www.floridagreenenergyworks.com](http://www.floridagreenenergyworks.com)). Ms. Deady was responsible for securing the grant and creation of the interlocal agreement forming the multi-jurisdictional program which now includes twelve (12) local governments across four (4) counties.

Finally, in 2013 Ms. Deady secured a federal grant through the U.S. Department of Commerce, Economic Development Administration, in the amount of \$70,000 of Federal funding to develop more elements of the Florida Green Energy Works program. The Town of Lantana was a grant applicant, together with the newly created assessment authority created for the program (Florida Green Finance Authority). Ms. Deady currently manages all aspects of the grant's implementation including all budgeting and reporting.



**Section 3: Personnel Qualifications and Availability**

The Team's approach to this engagement assures that the City of Key West will be served by individuals with significant experience in all elements of the legislative process, including numerous areas of specific subject matter expertise. Equally important, the Team is very experienced in monitoring, tracking and influencing legislation. The Team is also adept at developing, planning and executing successful grant strategies that build upon identifying matching funds, partnerships and timelines for the application process.

Mr. Ramba will serve as the key contact and legislative strategist (50% of the time required for this engagement) regarding the following tasks:

1. Developing priorities for the Florida legislative session,
2. Developing strategies to positively impact those priorities,
3. Reporting key developments, milestones and votes regarding the City's legislative priorities,
4. Communicating City goals to key legislative leadership, and
5. Reporting on key legislative developments during the Session.

Ms. Deady will serve as the key contact and grant strategist (50% of the time required for this engagement) regarding the following tasks:

1. Developing priorities for grant strategy,
2. Identifying available grant and funding opportunities at the State and Federal levels (marrying the City's budget process and match availability with grant timelines, partnerships and application deadlines),
3. Subject matter expertise on specific legislative proposals and priorities, and
4. Support for reporting on key legislative developments during the Session.

**Ramba Consulting Group, LLC**

From 2009 to Present, Ramba Consulting Group, LLC, has been located in downtown Tallahassee. The firm is focused on quality legislative representation to numerous clients, including local governments, industry and special districts, before the Florida Legislative and Executive Branches. Mr. Ramba has unparalleled access to members of the Florida House and Senate when it comes to client issues raised during the legislative session, and he is often engaged as a key negotiator on behalf of clients during pivotal times of the sixty (60) day session. In that role, there is a solid commitment to clients to maintain a full-time presence in Tallahassee and to be present at the Capitol every day of the sixty (60) day Legislative Session. In much of his work with clients, Mr. Ramba has navigated local legislation through the delegation hearing process, and ultimately passage, by the Florida Legislature.

David E. Ramba is founder of Ramba Consulting Group, LLC created in August 2009. Prior to forming Ramba Consulting Group, LLC, Mr. Ramba was head of the Legislative Team for Lewis, Longman & Walker, P.A., for ten (10) years. As such, Mr. Ramba represented over thirty (30) clients before the Legislature, Governor, Cabinet and state agencies. Ramba Consulting Group, LLC is also joined by non-





attorney lobbyists and the firm provides full-service legislative representation. Prior to working with Lewis, Longman & Walker, P.A., Mr. Ramba was Legislative Counsel for The Florida League of Cities, Inc. Mr. Ramba was responsible for drafting proposed legislation for all legislative matters affecting municipalities and for advocating the League's position to the Florida Legislature, Constitution Revision Commission, Cabinet and other government agencies. He also participated in rule development with state agencies, drafted legislative policy for League members and served as legal counsel to numerous municipal attorneys. Mr. Ramba also worked as an attorney for the Department of Labor's Special Disability Trust Fund and in the Florida House of Representatives Committee on Finance and Taxation.

Mr. Ramba is:

- o Licensed by the Florida Bar,
- o Licensed by the U.S. Eleventh Circuit Court of Appeals,
- o A Supreme Court certified County Court Mediator for the Second Judicial Circuit, and
- o Registered on behalf of all principals represented before the Florida Legislature and Executive Branch.

Erin L. Deady, P.A.

With over 16 years of public policy, legislative and legal experience, Erin L. Deady, P.A. is a full service legal and consulting firm with clients ranging in geography from the Florida Keys to the Panhandle. The Firm's President, Erin Deady, Esq., AICP, has worked on securing grant funding, public finance, special district, land development, environmental and energy issues. Ms. Deady has significant background and experience in communicating with clients, and organizing priorities and objectives before numerous types of decision-making bodies and elected officials. With almost all client representation, including public sector representation, a majority of the issues required substantial public relations skills to build coalitions and support for client positions, including the involvement of other governmental entities, stakeholders and not-for-profit organizations. The Firm represents local government clients before state and federal agencies and works on numerous federal rulemaking issues.

From 1996 to 2003, Erin Deady served as a Policy Analyst, and later, Environmental Counsel for Audubon of Florida located in Miami, FL. She was responsible for all local government land use, regulatory, growth management, water resource policy and regulation and environmental restoration goals of the organization in the Lower East Coast of Florida. She was also the organization's lead advocate before the South Florida Water Management District Governing Board and coordinated the organization's positions before the U.S. Army Corps of Engineers.

Subsequent to her position at Audubon of Florida (2003-2011), Ms. Deady joined Lewis, Longman & Walker, P.A., where she represented agricultural landowners, local governments (including Miami-Dade and Lee Counties), private land developers and a Native American Tribe on environmental, water resource and regulatory issues and cases. Ms. Deady has drafted legislation related to energy financing, special districts, growth management, Caloosahatchee and Lake Okeechobee restoration and worked on numerous growth, energy and environmental regulatory matters.



In 2011, Ms. Deady launched Erin L. Deady, P.A., a full service legal and consulting practice, representing largely public sector clients before federal and state agencies. She has developed a significant grant practice and secured almost \$6 Million for agricultural, port and local government clients from the Florida Panhandle to the Florida Keys. Ms. Deady is currently engaged by multiple public sector clients to develop grant strategies and priorities. Her Firm is certified by the U.S. Small Business Administration as a woman-owned business and has secured all contracting requirements with the federal government.

Ms. Deady is:

- o Licensed by the Florida Bar,
- o Licensed by the U.S. District Court for the Northern District of Florida,
- o Licensed by the U.S. Eleventh Circuit Court of Appeals,
- o A certified land planner by the American Institute of Certified Land Planners, and
- o A certified Leadership in Energy and Environmental Design ("LEED") AP by the U.S. Green Building Council.

The Team is currently engaged in numerous matters throughout the State of Florida but the Firm is available to commit to assigned projects as needed. The Team would like to point out that some of the matters it is engaged in are related to the development of overall grant strategy which provides added benefit to the City by being exposed to the latest information regarding appropriations and upcoming funding sources. Therefore, maintaining a broad and diverse workload is beneficial to the City.



#### Section 4: Implementation of Scope of Services

The Team proposes a two-pronged implementation strategy for this scope of services including an element focusing on the legislative process and one focusing on the City's desire to pursue and secure grant funding or state level appropriations for project priorities. It is only through distinctly accountable tasks and deliverables can the City's legislative and funding priorities be established and met. The Team is able to adapt this approach to more specific requests by the City during any contract negotiations, but the Team is firmly committed to a transparent deliverable-based approach to meet substantive and budgetary expectations.

As stated in Section 2 of this proposal, the Team recommends pursuing a wider scope of funding alternatives than that outlined in the scope of services which is focused on pursuing State-level project funding. The Team also feels that there could be numerous Federal or Foundation opportunities available and that analysis should be incorporated into the Grant Strategy Development.

The Chart on Page 13 depicts the process our Team utilizes to manage and analyze various aspects of the grant cycle and Strategy development process.

The Team has familiarity with several of the City's various projects, including stormwater, redevelopment, transportation, environmental restoration, and facilities projects. Such projects include:

- **George Street Basin Outfall** - \$3,670,121 – This project involves the design and construction of a pump-assisted stormwater system at the intersection of George Street and First Street. The project is being conducted to reduce flooding in the United/George Street basin. This project is 75% funded by the Federal Emergency Management Agency ("FEMA") and is nearing completion.
- **East Front Street Basin Gravity Wells** - \$2,451,165 – This project includes the design and construction of five gravity wells, replacement, upsize, and outfall, and increased Duval Street inlet size to alleviate stormwater flow to the East Front Street Basin. This project is also a collaborative funding project with 75% funding contribution from FEMA. This project is not set to commence until after the tourist season and will take approximately 290 days to complete (in combination with Simonton Street outfall upgrade).
- **Truman Waterfront Development** - \$9,236,000 – This is a multi-phase project commencing this year after several years of input and comments from the public, Truman Waterfront Advisory Board, and the Bahama Village Redevelopment Advisory Committee. There are several additional projects related to this development, including:
  - **Truman Waterfront Roadway** - \$600,000 – This project aims to improve the ingress/egress to and through the Truman Waterfront Property for the Navy and the public. The roadway will also be used by the public to access Fort Zachary Taylor Park.



- **Truman Annex Connectivity Project** - \$1,100,000 – This project involves construction of sidewalk and street improvements on one street of the Truman Connectivity Design in Bahama Village. This project is dependent upon receipt of a \$750,000 Community Development Block Grant (CDBG) grant.

This overall Truman Waterfront Development project will be phased over a period of time based on available funding. As a result, there are no set target dates for each of the phases and no set time for completion of the project.

- **Transit Facility** - \$6,875,000 – This is a bus fleet replacement project that includes the replacement of six (6) buses. Initial replacement may be with slightly smaller buses or hybrid buses. The project is contingent on Federal Transit Authority or Florida Department of Transportation funding. This project has an expected completion date of June 2014.
- **Indigenous Park Master Plan** - \$130,000 – This is a multi-phase environmental project. Phase I consists of performing new surveys of the site, converting wetland/wildlife report by an ecologist, creating an existing site plan with an analysis of all existing conditions. It also includes developing several site plan design options for review by the public and the Commission. Phase II consists of developing a master site plan which will include all the required items to go through the Planning Board approval process. Plans to be developed under this phase include a site plan, landscape plan, civil plan, and lighting plan. Currently, this project is in the preliminary design phase.
- **Sewer Lift Station VFD** - \$1,800,000 – This project consists of the installation of a Variable Frequency Drive ("VFD") on the City's five largest sewer lift stations. This project originated as a result of the City's Climate Action Plan and was previously described as a "symphony" project. Completion of this project will prevent wear and tear of pump equipment. There is an anticipated energy cost savings association with pumping. A resolution was passed in June 2013 allowing CH2MHill to design, permit and bid phase services for the VFD upgrades.
- **Replacement of Police Station Windows** - \$350,000 – This project provides complete replacement of police station windows with hurricane related impact windows designed to meet current building code. Work will also include the repair and/or replacement of damaged window seals and concrete encasements. This project was awarded to E.L.C.I. and is awaiting delivery of the windows.

The Team has vast experience working for local municipalities and fully understands the government processes involved in implementing this scope of services. Additionally, the Team is accustomed to working closely with local and state government personnel to achieve desired outcomes in a collaborative, efficient, and cost-effective manner.



# Grant Analysis Process





Collectively, we strive to provide flexible options to utilize our grant services, depending on the level of effort to move from grant strategy to application submittal to grant award. Traditionally, the Team follows a specific process (as depicted on the previous page) to optimize a local government's ability to plan for, and successfully navigate, grant processes. The following Deliverables and Activities are identified to address the scope of services.

#### Deliverables and Activities for Legislative Element

Legislative activities will take place over the course of twelve months' time with an estimated project launch in May or June 2014. Over the course of the City's budget cycle and leading into the Fall of 2014, the Team will help the City finalize its legislative agenda for the 2015 Session in enough time to be effective as Committees start to meet. The balance of the Legislative activities will take place over the duration of the sixty (60) day session in 2015.

1. **Legislative Strategy.** To focus and prioritize our effort, after receiving input from the staff and Commission, the Team will develop a Legislative Strategy, including any available state funding opportunities for City projects, and necessary background information designed position the City for success.
2. **Briefings to Commission.** At a minimum, Team members will attend Commission meetings every other month to provide regular updates, but the Team will provide a regular monthly written progress report to the Manager or designated staff outlining activities performed and recommendations for future activities or events (weekly during the Legislative Session). The Team will make other presentations to stakeholder groups as requested on a case by case basis.
3. **Pre, During and Post Session Representation.** The Team will represent the City's interests in forums commensurate with the priorities established in the Legislative Strategy. The Team will focus on advocating City positions before the Florida Legislature, and its committees and agencies, Florida's Governor and agencies as well as other public or private organizations (not-for-profit or private) as well as opposing harmful measures and procedures.
4. **Communication and Action.** The Team will communicate priorities, strategies and compile data to assist in advancing the City's efforts in advancing its Legislative strategy. The Team will notify the City at the earliest possible time of pending issues that may require action that could or will adversely impact the City and its established priorities.
5. **Face to Face Advocacy with Leadership.** The Team will assist in establishing meetings with members of the Florida legislature, staff or agencies and various organization (not-for-profit or private) members to facilitate information exchange or solicit their aid and advice on matters impacting the City and its established legislative priorities.



**Deliverables and Activities for Funding Element**

The Funding activities will take place in a more aggressive timeframe in conjunction with the City's budget and capital improvements planning cycle in order to have relevant match dollars in place for high priority projects. This will include identification of both state and federal project funding alternatives. Additionally, the timing with the adoption of the Federal budget (and thus appropriations for granting programs at the Federal level) provides more details regarding available Federal grants. The Team has identified estimated timeframes for activities below, but these can be subject to further negotiation dependent on key milestones in the City's government (budgetary and capital improvements planning) processes.

1. **Grant Strategy development.** To be successful in securing any type of grants, initial work should be completed to identify priorities for funding, potential matching funds and available / potential funding strategies. This approach manages client expectations and costs while providing a useful tool for implementing various funding alternatives. Upon a draft of the Grant Strategy, we will work to incorporate any revisions or shifts in priorities. Part of the strategy will include analysis of the potential strength of success as well as the level of work entailed to develop a viable application package. In searching for the ideal level of engagement, we work with our clients to determine what the goals, priorities and timeframes are for funding. Upon defining a working relationship, we will make recommendations or develop strategies, identifying the strongest grant opportunities based on the goals, priorities and timeframes discussed. These recommendations or strategies, may include, but not be limited to, capital planning and project summaries, project documentation / budget development and linking overall organizational plans with specific programs and initiatives. (Estimated sixty (60) days from contract execution).
2. **Grant Prioritization and Feasibility Review.** The next step in our approach is to work with the City Staff on a set of grant priorities so that expectations can be managed and allocation of resources can be identified. This review should include the monitoring and reporting requirements for the grant so the City and the Team can determine areas of responsibility for each aspect of the grant. This review should also gauge the level of work to prepare the application, secure partnership letters, meet all required timelines, determine availability of match, if required, and the development of technical support information for applications (either in house or through other outside consultants for technical services). This analysis should also be applied to the Grant Strategy to assure that priorities are achievable. (Estimated ninety (90) days from contract execution).
3. **Workflow Development.** Finally, upon determining priority areas for pursuing grants and identifying the feasibility of same with the grant Team and City resources, the Team will develop a Workflow schedule to match dates and areas of responsibility with timelines. This Workflow schedule would then be used to determine responsibilities, fees and further deliverables from the Team, the City's resources or a combination thereof. Workflow development should be tied to the City's budgetary and capital planning process to assure



availability of any required match funds. (Estimated one hundred and twenty to one hundred and forty (120-140) days from contract execution).

4. **Grant Application Submittal, Management, Monitoring and Reporting.** Specific activities related to grant management and preparation of applications is directly proportionate to the level of work involved in preparation of the application and the scope of the grant. For instance, a Federal Transit grant will require a different level of effort than a grant from a Foundation or State agency depending on partners and the level of work necessary to develop project summaries and budgets. The Team has strong capabilities in all aspects of project development and grant management, but the City and Team would have to work together to determine the level of work involved (which should stem from the Grant prioritization and feasibility review above) to meet the City's expectations.

An example of matching the City's project priorities with funding options would be Community-Based Issue Requests for water and other environmental projects (if funds are restored in the 2015 Legislative Session) or grant funds to be used for green infrastructure facilities in parks. One such example is the Environmental Solutions for Communities grant offered through Wells Fargo and the National Fish and Wildlife Foundation (estimated application deadline December 2014).

Based on the scope of services, the following areas of responsibility are identified by the City and the following chart identifies those priorities and describes how they are addressed in our proposed Deliverables and Activities.



City's Listed Area of Responsibility		How Area Addressed In Deliverables and Activities
SF-1	Obtain Project Information	Grant Strategy development/Legislative Strategy
SF-2	Secure funding (Federal or State) including identification of funding opportunities	Grant Strategy development/Legislative Strategy
SF-3	Monitor State legislation / programs to identify new funding sources	Pre, During and Post Session Representation
SF-4	Prioritize funding opportunities	Grant Prioritization and Feasibility Review
SF-5	Timelines for activities, materials and deadlines	Workflow Development
SF-6	Represent City on projects	Pre, During and Post Session Representation
SF-7	Represent City to delegation (draft correspondence, schedule briefings and meetings)	Pre, During and Post Session Representation
SF-8	Propose and implement advocacy strategies for funding sources	Pre, During and Post Session Representation
SF-9	Establish and maintain liaison with key state agencies and officials	Pre, During and Post Session Representation
SF-10	If requested, prepare state grant applications	Grant Application Submittal, Management, Monitoring and Reporting.
SF-11	Assist and guide in preparing correspondence and reports for state funding contacts	Pre, During and Post Session Representation
SF-12	Arrange meetings to promote funding City projects	Communication/Action and Face to Face Meetings with Leadership
SF-13	Align support for funding through partnerships	Grant Strategy Development and Grant Prioritization and Feasibility Review
SF-14	Quarterly reports to Manager on progress	Briefings to Commission and Communication/Action
SF-15	Appear before Commission to Report on progress	Briefings to Commission and Communication/Action
M-1	Review and track legislation affecting City and report on pros and cons of legislation	Communication/Action





Area of Responsibility		How Area Addressed in Deliverables and Activities
<b>M-2</b>	Work with City leadership and staff to develop legislative program	Legislative and Grant Strategy Development
<b>M-3</b>	Work with City leadership and staff on general or special legislation to implement legislative program	Legislative Strategy Development and Pre, During and Post Session Representation
<b>BT-1</b>	Monitor legislative process and bills impacting legislative or regulatory priorities	Briefings to Commission and Communication/Action
<b>BT-2</b>	Provide copies of important legislation to City leadership and staff	Briefings to Commission and Communication/Action





## Section 5: Fees

\*\* Estimated May 2014 Project Launch date, with Legislative priorities relating to 2015 Florida Legislative Session for one year.

	Task	Lead	QTY	Total Cost
<b>1.0</b>	<b>Establish Legislative Priorities</b>	DR		<b>\$13,000</b>
1.1	Internal Staff Briefing	DR/ELD	1	
1.2	Develop initial outline of priorities	DR/ELD	1	
1.3	Internal Staff briefing to refine	DR/ELD	1	
1.4	Revisions to outline	ELD	1	
1.5	Presentation of initial priorities to Council	DR	1	
1.6	Revisions to outline	DR/ELD	1	
1.7	Finalize legislative strategy with Staff	DR/ELD	1	
1.8	Council adoption	DR	1	
1.9	Revisit City-specific priorities for 2015 Session	DR	1	
<b>2.0</b>	<b>Establish Grant Priorities</b>	ELD		<b>\$7,000</b>
2.1	Develop Grant Strategy	ELD	1	
2.2	Initial Meeting with Staff and Commission	ELD	1	
2.3	Grant Prioritization & Feasibility Review	ELD	1	
2.4	Workflow Development for Grants	ELD	1	
<b>3.0</b>	<b>Reporting and Updates</b>	DR/ELD		<b>\$12,000</b>
3.1	Monthly Reports to Manager (weekly during Session)	DR/ELD	18	
3.2	In-person presentations	DR/ELD	5	
3.3	Updates to legislative agenda for 2015 (In person Work Session with Commission)	DR/ELD	1	
<b>4.0</b>	<b>Flat Fee Activities</b>	DR/ELD		<b>\$36,000</b>
4.1	Representation before entities, agencies, government officials during the 2015 Session	DR/ELD	1	
<b>5.0</b>	<b>Optional Services/Add-Ons</b>	TBD		
5.1	Grant Application Submittal, Management, Monitoring and Reporting (See Fee Alternatives Below)	TBD		
5.2	As needed special services	TBD		
				<b>Total \$ 68,000</b>

The Team is open to other financial arrangements for certain grant-related services including application development, management and reporting/administration as follows (or others to be negotiated):

1. **Flat Fee Arrangements (only development of Grant Applications).** Typically, we will evaluate the amount of time it will take to prepare the grant proposal strategy, application materials, letters of support, key partnerships and detailed budget. To manage budgetary expectations, we could contract for a flat rate to prepare the grant



either as a stand-alone service or in partnership with existing staff resources. Fees would be paid whether or not the grant is successful and do not include back-end grant management or administration.

2. **Hourly Arrangements.** Based on the grant scope and our previous work in preparing applications, we can contract for an hourly rate. Fees could include back-end grant management or administration.
3. **Hybrid or Alternate Arrangements.** This situation usually arises when our services are supplemental to in-house expertise for grant preparation and the amount of hours and effort can be controlled by budget and staff capabilities.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: *Eric Deady*  
President, Eric L. Deady PA

sworn and prescribed before me this 3<sup>rd</sup> day of April, 2014

*Tracy L. Froebel*  
NOTARY PUBLIC, State of Florida

My commission expires: 10/2/15





SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West  
by Erin Dedy  
(Print individual's name and title)  
for Erin L. Dedy, P.A.  
(print name of entity submitting sworn statement)

whose business address is 1111 Hypoluxo Rd., St. 207, Lantana FL 33462  
and (if applicable) its State Employer Identification Number (FEIN) is 45-3108752  
(If the entity has no FEIN, include the Social security Number of the individual signing  
this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or state law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any state court of record relating to charges brought by indictment of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime;  
or



2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. the term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

X Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Erin L. Deady  
(SIGNATURE)

4/3/14  
(DATE)

STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority Erin L. Deady who, after first being sworn by me,  
(name of individual)

affixed his/her signature in the space provided above of this  
3rd day of April, 2014

Tracy L. Froebel  
NOTARY PUBLIC

My commission expires: 10/2/15



## CONE OF SILENCE

STATE OF FLORIDA

SS:

COUNTY OF ~~MONROE~~  
Palm Beach

I the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Erin L. Deady, P.A. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

BY: Erin L. Deady

sworn and prescribed before me this 3rd day of April 2014  
Tracy L. Froebel  
NOTARY PUBLIC, State of Florida  
My commission expires:





EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA )

: SS

COUNTY OF Palm Beach

I, the undersigned hereby duly sworn, depose and say that the firm of Erin L. Dedy, P.A. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: Erin L. Dedy

Sworn and subscribed before me this

3rd day of April, 2014.

Tracy L. Froebel  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 10/2/15



**The Wexford  
Strategies  
Group**

**Wexford Strategies**

*Government Affairs*

*public affairs / strategic development / campaigns*



**Strategic Partner of HBW Resources**

**Proposal for the City of Key West  
State Government Relations Services  
RFP # 005-14  
Original**

**FLORIDA OFFICES**

76 S. LAURA ST, SUITE 202, JACKSONVILLE, FL 32202  
113 E. COLLEGE AVE, SUITE 308, TALLAHASSEE, FL 32301

**WASHINGTON, DC OFFICE**

WEXFORD STRATEGIES / HBW RESOURCES  
1666 K STREET NW, SUITE 500, WASHINGTON, DC 20006

**MAILING ADDRESS**

P.O. BOX 24897, JACKSONVILLE, FL 32241-4897

**ADDITIONAL OFFICES IN HOUSTON, DENVER, CHICAGO AND CALGARY**

**[WWW.WEXFORDSTRATEGIES.COM](http://WWW.WEXFORDSTRATEGIES.COM)**



## Cover Letter – Letter of Transmittal

City Clerk  
City of Key West  
3126 Flagler Ave  
Key West, FL 33040

Thank you for the opportunity to submit a proposal to the City of Key West for your state government relations service needs. The enclosed proposal outlines the qualifications that will give the City of Key West the best opportunity for success in Tallahassee.

**Unlike other larger state firms, you will not be competing with us for time or attention. If we are fortunate enough to be selected to represent you in Tallahassee, you will be the only Florida city that we represent.**

In addition to the detailed descriptions contained in this proposal, here are some key reasons why my firm will be able to bring you the solutions you need:

- **Community Relations Experience.** We understand the importance of cultivating long lasting relationships that are built on trust and professionalism. Our firm has an extensive network of community relationships across the State of Florida
- **Government Relations.** As a team of former aides to Florida Members of the Legislature and the United States Congress, we understand government processes and have built strong relationships with local and federal elected officials and their staffs. Our relationships are current, so we know exactly where to go when we need to advocate on your behalf. Our firm will work with you to successfully advocate your position with key elected officials and government agencies.

Our team is pleased and excited about the potential opportunity to work with you. We are confident that our team's experience in Florida working with local government combined with our hands on approach in person will deliver unique value to the government and citizens of the county. Thank you for the opportunity and we are eager to begin. If you have any questions, please don't hesitate to contact me either by phone at 904-806-1714 or by email at [kevin.doyle@wexfordstrategies.com](mailto:kevin.doyle@wexfordstrategies.com).

Sincerely,



Kevin Doyle  
Wexford Strategies

# **Request for Proposal**

## **SECTION 1: INTRODUCTION**

### **1. PROPOSER AND ADDRESSES**

Wexford Strategies

Florida Offices

76 S. Laura St, Suite 202, Jacksonville, FL 32202

113 E. College Ave, Suite 308, Tallahassee, FL 32301

Washington, DC Office

Wexford Strategies / HBW Resources

1666 K Street NW, Suite 500, Washington, Dc 20006

Mailing Address - P.O. Box 24897, Jacksonville, FL 32241-4897

Additional Offices in Houston, Denver, Chicago and Calgary

### **2. PROJECT MANAGER**

Kevin Doyle

Managing Partner – Wexford Strategies

Phone: 904-806-1714, Fax: 904-458-8964

Email: [Kevin.Doyle@WexfordStrategies.com](mailto:Kevin.Doyle@WexfordStrategies.com)

### **3. CURRENT CLIENT LIST:**

- Avaya
- Consumer Energy Alliance
- St. Augustine Lighthouse and Museum
- JAXBIZ – Advocacy Arm of the Jacksonville Chamber of Commerce
- Florida Pancreas Cancer Coalition
- Sarasota Classic Car Museum
- Education Through Entertainment
- Elite Parking Services of America
- Culhane's Irish Pub – Atlantic Beach, Florida

## **SECTION 2: FIRM EXPERIENCE and REFERENCES**

Wexford Strategies has worked with the St. Augustine Lighthouse and Museum on both federal and state projects including the National Heritage Area project through the U.S. Department of the Interior and education programming through the State of Florida. Our efforts working with them on grants and other state projects has resulted in over \$500,000 of government funding over the duration of the contract with another potential of \$1,000,000 this year in the State of Florida alone.



St. Augustine Lighthouse, Museum, and National Heritage Area  
Kathy Fleming  
Executive Director  
81 Lighthouse Avenue  
Saint Augustine, Florida 32080  
(904) 829-0745, Ext 215  
Fax (904) 808-1248  
Email: [kfleming@staugustinelighthouse.org](mailto:kfleming@staugustinelighthouse.org)

Wexford Strategies has worked with Avaya in developing over \$4,000,000 of business and procurement with the State of Florida as well as local governments around Florida. Leveraging relationships at all levels of government, our team has also educated decision-makers across the Scott Administration on technology, procurement practices, and lobbied on state IT policy.

Avaya  
Kyle Christy  
Public Sector Industry Manager for Florida  
Government/Education Solutions  
2204 Lake Shore Boulevard  
Jacksonville, FL 32210  
Ph/Fax (786) 331-0104  
Email: [kschristy@avaya.com](mailto:kschristy@avaya.com)

Wexford Strategies has worked with the Jacksonville Chamber and the Jax Biz business advocacy arm of the Chamber to develop both high-level relationships in both Washington and Tallahassee. Meetings and initiatives have opened the door to numerous projects where funding opportunities could result in millions of dollars of government resources for the Chamber member's priorities fostering trade, promoting infrastructure improvement and protecting public funding.

Jax Biz – Jacksonville Regional Chamber of Commerce  
Chris Quinn  
Vice President for Policy and Government Affairs  
3 Independent Avenue  
Jacksonville, FL 32202  
Ph (904) 366-6668  
Fax (904) 353-6343  
[Chris.Quinn@MyJaxChamber.com](mailto:Chris.Quinn@MyJaxChamber.com)

### **SECTION 3: PERSONNEL QUALIFICATIONS and AVAILABILITY**

Kevin Doyle, Managing Partner, will act as the team lead. As the primary point of contact, Kevin will manage the client relationship, guide Tallahassee days meeting with the Legislature and Executive branch, and provide regular in-person updates to the County's government affairs team. Having been both staff in the State Legislature and the Orlando-based State Director for US Senator Mel Martinez, Kevin calls upon a wealth of knowledge



of local politics and economic development as well as a state-wide network of decision-makers in Tallahassee. This network includes key staff and Members in the Appropriations Committee, the Speaker's office, as well as across the Governor's office and Agencies. His extensive background and constant hands-on work with clients around the state and in the Capitol have continuously delivered legislative success. For all client communications, strategy development, and face-to-face advocacy, Kevin will be the main touchstone for the County.

Gwen Carmichael will assist Kevin across this engagement, from facilitating Tallahassee meetings, to setting strategy and leveraging her experience in local and state government for the benefit of the City. Her professional experience includes years of working in the Florida Legislature working for two Members of the Florida House of Representatives. She has worked with the media and has a strong background in communications and public relations. She has experience in infrastructure, social services programs, transportation, grants management, higher education and project funding to the benefit of the City.

Kevin and Gwen will share the responsibility of your project and will bring in additional staff resources if needed to supplement or enhance our efforts. Unless notified otherwise, either Kevin or Gwen will be available via phone or email within one business day of attempted communication from Key West to our office. However unless an emergency situation arises, the City of Key West can expect a return communication the same day that an attempt to connect with Wexford Strategies has been made.

#### **SECTION 4: IMPLEMENTATION of SCOPE of SERVICES**

There are several hallmarks of a client relationship with Wexford, innovative strategy, tireless work, consistent communication; all of which we will deliver as we forge our relationship with the County government and deliver success in Tallahassee. All of our engagements follow a similar process:

- Kick off strategy session;
- Development of key deliverables list, expectation setting, client communications strategy, client background;
- Final strategy and written legislative collateral material development;
- Strategy implementation through face-to-face interaction with Florida State government, political and regulatory information gathering, and Wexford relationship development; and,
- Consistent client communication throughout the process on key project deliverables, intelligence gathering and profile raising activities.

As listed above, every new client relationship begins with an in-depth strategy setting session and kick off meeting, from which we will collaboratively develop a list of key deliverables inclusive of projects and political goals, as well as a political inventory and substantive knowledge of what makes Key West important to Florida. Working with the City Manager and Commissioners, we will collaboratively set our timelines for performance on project objectives, types of political and regulatory intelligence that inform City decision makers as well as set expectations for regular verbal, written, and face-to-face communications.



Outside of the general information gathering, legislative and regulatory risk assessment that will be on going as part of this scope of work, our team will need to deliver success on key projects. Once we finalize our strategy, key projects, and develop the requisite project white papers to tell the "City's story", we will embark on engagement to inform and protect the budgetary and quality of life interests of the City.

Based on our knowledge of the City's local and regional issues, we do have the ability to make an educated assumption as to the potential issues and ways in which Wexford will add value to the County's political efforts. Water infrastructure, transportation, economic development, environmental issues and public safety will be some of the focus areas for this engagement.

At the state level, we will begin immediately by positioning your projects in Tallahassee and prepare for the next session. As legislators returned to the state capitol to begin Committee work in the fall of 2014, it is important to engage our elected officials and state staff as soon as possible. Wexford Strategies has strong relationships with both leadership in the Florida Legislature and officials and staff in the Executive Branch. We will engage in outreach in Tallahassee to develop a champion or a lead legislator for your state priorities. We will concurrently schedule and develop corresponding lines of outreach with the appropriate state agencies where the potential opportunity may exist. Reaching out to the leadership of both the House and the Senate is also important and will occur to achieve buy-in later in the fall and early winter.

We will maintain relationships year round to provide political intelligence and lobbying on general County issues and to also identify state grants and one-time funding opportunities. We can do this in many ways with one way by meeting with Cabinet departments in areas of key interest and identifying low hanging fruit. We also establish a calendar for grant funding that will dictate resources spent and answer timelines and provide guidance to the County staff regarding the submitting of timely and well written applications.

Our team will guide the City on the selection or sustainment of key priorities based on probability of success, magnitude of the project and its political importance to the City and its citizens. As we uncover the key metrics and characteristics of the City's priorities, our team will provide counsel around the best way to position them for political and regulatory success. Once we have our high priority projects identified and inventory completed, we can embark on our funding execution strategy as well as the government affairs strategy.

#### **SECTION 5: FEES**

Wexford Strategies will charge the City of Key West a monthly retainer of \$5,500. With many of our clients, our firm also provides a discount if the client agrees to remit payment on a quarterly basis. The quarterly retainer we can offer would be \$15,000.

For travel expenses, we would ask to budget an additional \$1500 per quarter for travel to Key West and other business expenses. All travel and business expenses must be approved by the City. If no travel or business expenses are submitted for any given quarter or if the amount does not reach the monthly total of \$1,500, the remaining amount should be returned to the City.

PERMIT/LICENSE REQUIREMENT  
AND COST

OCCUPATIONAL LICENSE REQUIRED IF OFFICE LOCATED WITHIN KEY WEST

FEE NOT TO EXCEED \$90

~~NA~~



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: KEVIN DOYLE  
[Signature] 4-8-14

sworn and prescribed before me this 8th day of April, 2014

[Signature]  
NOTARY PUBLIC, State of Florida

My commission expires: \_\_\_\_\_



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to KEY WEST  
by KEVIN D. OYLE MANAGER PARTNER  
(Print individual's name and title)  
for WEXFORD STUDIOS  
(print name of entity submitting sworn statement)

whose business address is 76 S. LAKE ST. JACKSONVILLE, FL 32257  
and (if applicable) its State Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social security Number of the individual signing  
this sworn statement: 589-82-4728)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or state law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any state court of record relating to charges brought by indictment of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime;  
or
-



2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. the term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

       Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

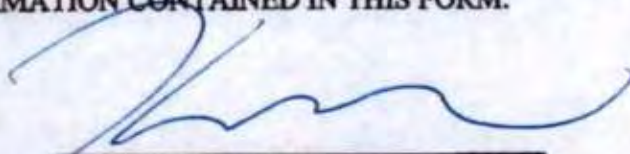
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

---



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(SIGNATURE)

4-8-14

(DATE)

STATE OF Florida  
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned  
authority Kevin Doyle who, after first being sworn by me,  
(name of individual)  
affixed his/her signature in the space provided above of this  
8th day of April, 2014



NOTARY PUBLIC

My commission expires:





## CONE OF SILENCE

STATE OF FLORIDA  
SS:  
COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of INEXFORD STRATEGIES have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

BY: KEVIN DOYLE

sworn and prescribed before me this

8<sup>th</sup> day of April, 2014

NOTARY PUBLIC, State of Florida  
My commission expires:

*Shari L. Zalesky*



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )

: SS

COUNTY OF DUVAL )

I, the undersigned hereby duly sworn, depose and say that the firm of WEXFORD STRATEGIES provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: [Signature]

KEVIN DAILE

Sworn and subscribed before me this

8th day of April, 2014.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_





N/A

### LOCAL VENDOR CERTIFICATION

Pursuant to City of Key West Code of Ordinances Section 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*
- b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*
- c. *Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.*

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced \_\_\_\_\_

as identification

(type of identification)

N/A

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank