VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert Oldakowski, *Mayor*
Robert L. Vernon, *Vice Mayor*
Enrique Garcia
Steve Liedman
Jorge E. Mendia
Thomas Thornton
Patricia Weinman

Village Manager
Jacqueline R. Menendez

January 3, 2006

MEMORANDUM

TO: Honorable Mayor and Members of the Village Council

FROM: Jacqueline R. Menendez, Village Manager

RE: Federal Level Lobbyist Representative

RECOMMENDATION
It is recommended that the Village Council approve the Agreement between Dutko Worldwide and the Village for Federal Level Lobbying Services.

BACKGROUND
At the December 6th, 2005 Council Meeting, the Village Manager was authorized to negotiate with Dutko Worldwide for Federal Level Lobbying Services.

For over 20 years, Dutko Worldwide has played a leadership role in federal government relations in Washington, D.C. It is a full service public policy management and consulting entity that provides a wide variety of client services. Based in Washington, D.C., with offices around the country and around the world, DW maintains strong relationships with Congressional leadership, executive agency leaders, the White House and state and local officials nationwide. Bipartisan by design, Dutko Worldwide brings together some of the most experienced, highly qualified government relations specialists from both political parties, allowing their reach to easily extend to either side of the aisle. *Fortune* magazine has consistently rated Dutko Worldwide among the 10 "most powerful" government relations firms in the United States.

The firm will represent the Village on legislative and regulatory issues affecting the Village of Key Biscayne, work with appropriate agency officials, legislative committees, leadership, and individual members to facilitate the Village's Federal agenda as it relates to water and infrastructure funding, environmental concerns, and any legislative issues pertinent to the Village of Key Biscayne.

Funding for this agreement will be taken from the Village Council's Federal Relations Representative line item. The cost of this agreement will not exceed $96,000 a year. The $96,000 fee was the median proposal received by the Village. The various proposals ranged from $60,000 to $120,000.

RESOLUTION NO. 2006-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND DUTKO WORLDWIDE CONCERNING FEDERAL LOBBYING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council desires to obtain the professional services of Dutko Worldwide (the "Consultant") concerning the provision of specialized federal-level lobbying services to the Village; and

WHEREAS, the Village Council finds that approval of the attached Professional Services Agreement between Consultant and the Village is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Agreement Approved.** That certain Village of Key Biscayne Agreement for Professional Services (the "Agreement"), in substantially the form attached hereto, is hereby approved, and the Village Manager and Village Clerk are authorized, in their respective capacities, to execute the Agreement on behalf of the Village, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. **Implementation.** That the Village Manager and Village Attorney are hereby authorized to take any necessary action to implement the Agreement and this Resolution.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ___ day of January, 2006.

_____
MAYOR ROBERT OLDAKOWSKI

ATTEST:

_____
CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

103.001/Resolutions/Professonal Services Agreement with Dutko Worldwide 1.3.06

VILLAGE OF KEY BISCAYNE
AGREEMENT
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into as of the 10th day of January, 2006, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and DUTKO WORLDWIDE, (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform certain professional services for the VILLAGE, consisting of any necessary federal government lobbying services as required by the VILLAGE as specifically described below (the "Specified Services"). The CONSULTANT wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. The CONSULTANT agrees to provide the Specified Services upon written request from the Village Manager. CONSULTANT shall provide the Specified Services as an independent contractor for the VILLAGE.

B. The Specified Services to be provided by CONSULTANT shall include, but not be limited to, the following:

1. Represent the interests of the VILLAGE at federal legislative, executive and administrative agencies and departments, including federal regulatory and legislative matters and in a comprehensive effort to secure funds for VILLAGE projects, programs and purposes.

2. Any and all related services at the federal level which are necessary to effectuate the purposes of this Agreement, as determined and requested by the Village Manager, in accordance with policies and priorities established by the Village Council.

C. CONSULTANT shall regularly provide status reports to the VILLAGE, as requested by the Village Manager.

2. **FEES FOR SERVICES**

The CONSULTANT agrees to charge the VILLAGE for the performance of the Specified Services which are provided by CONSULTANT, in accordance with the fee schedule of Eight Thousand ($8,000.00) Dollars per month, for a total annual compensation of Ninety Six Thousand ($96,000.00) Dollars, plus reasonable and necessary costs as approved by the Village Manager. Fees and costs shall be invoiced each month by CONSULTANT. Billing statements shall also reflect a record of time expended by CONSULTANT in providing the Specified Services, for VILLAGE's information.

3. **TERM**

The duration of the term of this Agreement shall commence on January 10, 2006 and shall terminate on January 9, 2007, unless further extended by the mutual written consent of the CONSULTANT and Village Manager or earlier terminated pursuant to Section 6. The Village Manager shall be authorized to renew the Agreement on behalf of the VILLAGE for successive additional one year periods upon the same terms.

4. **ASSIGNMENT**

This Agreement involves skilled professional services and shall not be assignable by the CONSULTANT.

5. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

6. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon thirty (30) days written notice with or without cause and by the CONSULTANT upon thirty (30) days written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of Paragraph 2 above, for all acceptable work performed up to the date of termination.

7. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

8. **RECORDS**

All original reports, documents and materials (the "Materials") that result from the CONSULTANT providing Specified Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such Materials shall be delivered to the VILLAGE by the CONSULTANT.

9. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent

of the parties. The Village Manager shall act for Village hereunder.

10. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services and will timely file all required reports.

11. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village:	Jacqueline Menendez Village Manager Village of Key Biscayne 88 West McIntyre Street Key Biscayne, FL 33149
With a copy to:	Stephen J. Helfman, Esq. and David M. Wolpin, Esq. Village Attorneys Weiss Serota Helfman Pastoriza Cole & Boniske, P.A. 2665 South Bayshore Drive, Suite 420 Miami, Florida 33133

Consultant: Dutko Worldwide
2151 LeJeune Road
Coral Gables, Florida 33134
Attention: Javier Soto

12. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

DUTKO WORLDWIDE
2151 LeJeune Road
Coral Gables, FL 33134

By:_____
Javier Soto
Title: _____

VILLAGE:

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By:_____
Jacqueline Menendez,
Village Manager

Attest:_____
Village Clerk

Approved as to Form and Legal Sufficiency:

_____
Village Attorney

F:/103.001/Agreements/Agreement for Professional Services with Dutko Worldwide 1.3.06