



VILLAGE OF KEY BISCAIYNE

Office of the Village Manager

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

December 2, 2008

MEMORANDUM

Village Manager
Genaro "Chip" Iglesias

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, 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 January 10, 2006 Council Meeting, the Village Council approved an agreement with Dutko Worldwide for Federal Level Lobbying Services. The firm will continue to 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.

The term of this Agreement is for one year. The Village Manager will be authorized to renew the Agreement on behalf of the Village for successive additional one year periods. 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 \$75,000 a year.

RESOLUTION NO. 2008-

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 continue 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 _____, 2008.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

**VILLAGE OF KEY BISCAYNE
AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into as of the 1st day of October, 2008, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and DUTKO WORLDWIDE, (the "CONSULTANT").

RECITALS:

The VILLAGE wants to continue 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 continue 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 Six Thousand Two Hundred Fifty (\$6,250.00) Dollars per month, for a total annual compensation of Seventy Five Thousand (\$75,000.00) 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 October 1, 2008 and shall terminate on September 30, 2009, 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; OTHER MATTERS**

A. 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.

B. VILLAGE represents that: (i) no commissions, fees, expenses or other amounts paid to CONSULTANT in connection with this Agreement shall be paid

from any federal or state appropriated funds; and (ii) VILLAGE shall, with assistance from CONSULTANT, timely complete and submit required lobbying registration forms and reports.

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:	Genaro "Chip" Iglesias Village Manager Village of Key Biscayne 88 West McIntyre Street Key Biscayne, FL 33149
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With a copy to: Stephen J. Helfman, Esq. and
David M. Wolpin, Esq.
Village Attorneys
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables , Florida 33134

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

VILLAGE:

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

By: _____
Will McKinley

Title: _____

By: _____
Genaro "Chip" Iglesias,
Village Manager

Attest: _____
Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

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