

**PROFESSIONAL STATE LOBBYING CONSULTING SERVICES AGREEMENT  
BETWEEN  
ISLAMORADA, VILLAGE OF ISLANDS  
AND  
GRAYROBINSON, P.A.**

**THIS AGREEMENT** is made between **GRAYROBINSON, P.A.**, a Florida Corporation, (the “Consultant”), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the “Village”).

**WHEREAS**, the Consultant and the Village, through mutual negotiation, have agreed upon Scope of Services and Fee for Professional State Lobbying Services for the Village as set forth in Exhibit “A” hereto and incorporated herein by reference; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows.

1. **Scope of Services (the “Services”)**.

1.1 The Consultant agrees to provide consulting and representative services for the Village before the Florida Legislature, the executive branch of the Florida Government and various regional and governmental entities.

1.2 Specifically, the Consultant shall provide the following Services.

1.2.1 Assist the Village in developing a wastewater oriented legislative program.

1.2.2 Monitor and report on all programs of interest to the Village, especially those related to wastewater funding matters.

1.2.3 Represent the Village’s interests before the Florida Legislature and any executive branch, body and/or other entity that could be of benefit to the Village’s interests.

1.2.4 Monitor and track all legislation of interest to the Village.

1.2.5 Provide reports no less than weekly during the legislative sessions and periodic reports as appropriate during non-session months to the Village Manager and Village Attorney on all legislation being

For The Village: Maria T. Aguilar, Village Manager  
Islamorada, Village of Islands, Florida  
86800 Overseas Highway  
Islamorada, Florida 33036

For The Consultant: Dean Cannon, Executive Vice-President  
and Statewide Chairman of Government Affairs  
GrayRobinson, P.A.  
301 South Bronough Street  
Suite 500  
Tallahassee, Florida 32301

**10. Governing Law.**

10.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or, if in Federal Court, the Southern District of Florida.

**11. Entire Agreement/Modification/Amendment.**

11.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

11.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this Agreement.

**12. Ownership and Access to Records and Audits.**

12.1 The Consultant shall comply with the applicable provisions of Chapter 119, Florida Statutes.

12.2 The Village may cancel this Agreement for refusal by the Consultant to allow access by the Village Manager or his designee to any records pertaining to Services performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

**13. Non-assignability.**

13.1 This Agreement shall not be assignable by the Consultant. Although this agreement is with the Consultant, the parties agree that the Village is

relying upon the apparent qualifications and personal expertise of the Consultant's lobbyists and that the Consultant's lobbyists shall be designated by the Consultant to perform the Services under this Agreement. In the event that the Consultant's lobbyists can no longer perform the Services under this Agreement, this Agreement shall automatically terminate. This Agreement shall not be subject to assignment by the Consultant without written permission of the Village Council

**14. Severability.**

14.1 If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**15. Independent Contractor.**

15.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the Village with respect to all of the acts and Services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

15.2 The Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant.

**16. Conflict of Interest.**

16.1 The Consultant shall not be prohibited from representing or providing like services to other persons and entities other than the Village, so long as the Consultant shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.

16.2 The Consultant shall not take on any client or matter that would jeopardize the Consultant's ability to devote the time, resources, and efforts necessary to fulfill its obligations to the Village.

16.3 The Village acknowledges that the consultant represents other local governments in Monroe County. The Consultant shall not represent any

additional local government, political subdivision or special district located in Monroe County without the prior authorization of the Village Council.

17. **Compliance with Laws.**

17.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

18. **Waiver.**

18.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

19. **Survival of Provisions.**

19.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

20. **Prohibition of Contingency Fees.**

20.1 The Consultant warrants that it has not employed or retained any company or person(s), 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.

21. **Counterparts.**

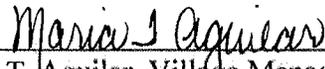
21.1 This Agreement may be executed in several counterparts, each of which shall be signed by each party and be deemed original and such counterparts shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, and by Consultant by and through its principal set forth below.

Attest :

ISLAMORADA, VILLAGE OF ISLANDS

  
\_\_\_\_\_  
Kelly Toth, Village Clerk

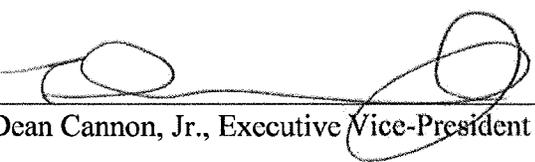
By:   
\_\_\_\_\_  
Maria T. Aguilar, Village Manager

Date: 9/26/2016

Approved as to Form and Legality  
For the Use and Benefit of Islamorada,  
Village of Islands Only

  
\_\_\_\_\_  
Village Attorney

GRAYROBINSON, P.A.

By:   
\_\_\_\_\_  
Dean Cannon, Jr., Executive Vice-President

Date: 10/3/16

GRAY ROBINSON  
ATTORNEYS AT LAW

Dean Cannon  
Statewide Chairman of Government Affairs and  
Executive Vice President

850-577-9090

DEAN.CANNON@GRAY-ROBINSON.COM

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BOCA RATON  
FORT LAUDERDALE  
FORT MYERS  
GAINESVILLE  
JACKSONVILLE  
KEY WEST  
LAKELAND  
MELBOURNE  
MIAMI  
NAPLES  
ORLANDO  
TALLAHASSEE  
TAMPA

August 9, 2016

Mayor Deb Gillis  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036  
deb.gillis@islamorada.fl.us

Re: Agreement with GrayRobinson, P.A.

Dear Mayor Gillis:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to Islamorada, Village of Islands ("Islamorada" or "you"). The Firm is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we provide Islamorada consulting and representative services before the Florida Legislature, the executive branch of the Florida Government, and various regional and governmental entities.

The entire team of GrayRobinson's lobbyists will be available to advance Islamorada's interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Joseph Salzverg, who will serve as secondary contact for this representation. We will send you our new contact information (including our email addresses and phone numbers for our office, fax, and cell phone and our new W9) via separate correspondence.

In exchange for these services, Islamorada has agreed to pay the Firm \$2,000 per month beginning with an initial payment of \$2,000 on September 1, 2016, and on the first day of each month thereafter. All payments should be remitted to 301 S. Bronough St., Suite 600, Tallahassee, FL 32301, or via ACH transfer or other electronic transfer upon receipt of invoice. Documented, out-of-pocket costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on Islamorada's behalf. No monthly costs will be incurred without your prior approval. Both Islamorada and the Firm have the right to terminate this contract with or without cause with thirty (30) days notice given. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of our representation of Islamorada during the term of this contract or after its termination should reporting periods overlap.

Unless you direct otherwise, the Firm will report 50% of our fees and reimbursements as Legislative Branch lobbying fees and costs and 50% as Executive Branch lobbying fees and costs. All payments are subject to public disclosure per Florida Statute.

GrayRobinson has a policy of declining representation of clients when that representation would

immediately create a direct conflict with other clients. You have retained GrayRobinson for representation as outlined above, and we know of no conflicts with our current clients. If you ever have a concern about perceived or potential conflict, we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same. In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

I believe the above reflects our understanding. If it does, please sign this agreement and return to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2016. I expect 2017 registrations, which will require new approval, to go out the first week of January 2017. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist Islamorada in any way.

Sincerely,



Dean Cannon

Maria T Aguilar  
For: Islamorada, Village of Islands

9/26/2016  
Date

Maria T Aguilar  
By: Signature

Village Manager  
Printed Name/Title