

COUNCIL AGENDA STATEMENT



Meeting Date: March 12, 2019
To: Honorable Mayor and City Council
From: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-22**, Amending The Agreement With Robertson, Monagle And Eastaugh For Professional Consulting And Lobbying Services Before The Federal Government; Authorizing The City Manager To Execute The Amendment; And Providing An Effective Date

BACKGROUND & JUSTIFICATION:

The City has contracted with Robertson, Monagle & Eastaugh for lobbying and professional consulting services before the federal government since 2003. This amendment is the first increase to the contract since 2003. Rick Marks in particular has been very effective on the City’s behalf before the executive branches of the federal government. Rick has consistently kept the City informed on funding items affecting the Florida Keys, and has been very successful securing federal funding for the City.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	<u> X </u>	<u> </u>
2. Other _____	<u> </u>	<u> </u>
3. Not applicable _____		

FISCAL NOTE:

The FY19 adopted budget includes appropriations of \$43,260 for the Federal Lobbyist, which is for the monthly retainer and reimbursement of expenses.

RECOMMENDATION: Council approve Resolution

Sponsored by: Council

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-22**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AMENDING THE AGREEMENT WITH ROBERTSON, MONAGLE AND EASTAUGH FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES BEFORE THE FEDERAL GOVERNMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) recognizes the importance of monitoring and participating in the legislative process in order to protect the interests of the City and its residents; and

WHEREAS, the City Council wishes to amend the agreement with the firm of Robertson, Monagle and Eastaugh, (the “Consultant”), to amend the fee for legislative lobbying and consulting services on behalf of the City before the legislative and executive branches of the federal government.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. The amendment to the professional services agreement between the City and Consultant, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12th DAY OF MARCH, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

David Migut, City Attorney

**AMENDMENT TO CONTRACT
FOR
LOBBYING SERVICES**

This amendment to the Contract for Lobbying Services (the "Amendment") made and entered into this 12th day of March, 2019 between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "City") and Robertson, Monagle and Eastaugh, with its address at 1810 Samuel Morse Drive, Suite 202, Reston, Virginia 20190, (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on February 4, 2003, the City and Consultant entered into a Contract for Lobbying Services (the "Contract"); and

WHEREAS, the City and Consultant desire to amend the compensation as set forth in contract herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

Section 2. COMPENSATION/EXPENSES

2.1 For all professional services provided by Consultant described in Section 1 of the Agreement, the City shall pay Consultant a monthly fee of ~~Three Thousand Five Hundred Four Thousand Dollars~~ (\$4,000.00) ~~(\$3,605.00)~~ (the "Fee")

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby extend the Agreement to read as follows:

IN WITNESS WHEREOF, City and Contractor have set their hands and seals, as of the day and year first above written.

Attest:

City Of Marathon, Florida

Diane Clavier
City Clerk

Charles Lindsey
City Manager

Approved As To Form And Legality For The Use
And Reliance Of The City Of Marathon, Florida Only:

David Migut, City Attorney

Robertson, Monagle & Eastaugh.

By: _____

Print Name _____