

Town of Fort Myers Beach
Public Works Services, Inc.
Agenda Item Summary

Blue Sheet Number: **2013-138**

1. Requested Motion: Motion to approve a retainer increase to \$_____/month for Fowler White Boggs and amend the Agreement for Legal Services with Fowler White Boggs

Meeting Date: 11/18/13

Why the action is necessary: Town Council approved the original retainer agreement and since this is a change to that agreement it needs to be approved by Town Council

What the action accomplishes: Increases the retainer for Fowler White Boggs to \$_____/month.

2. Agenda:

- Consent
- Administrative

3. Requirement/Purpose:

- Resolution
- Ordinance
- Other

4. Submitter of Information:

- Council
- Town Staff
- Town Attorney

5. Background: The firm Fowler White Boggs was retained by the Town on June 9, 2010 pursuant to an agreement that provides for a flat monthly retainer. The retainer was increased in 2012 to \$10,000/month. An increase in the monthly retainer is warranted because the Town desires to have the firm expend additional hours on Town business. The increased retainer does not include any legislative/lobbying services or litigation.

6. Alternative Action: Decline to approve the increased retainer amount.

7. Management Recommendations:

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Parks & Recreation Director	Town Clerk
						

9. Council Action:

- Approved Denied Deferred Other

TOWN OF
FORT MYERS BEACH

MAR 27 2013

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CONSULTANT AGREEMENT

Between

FOWLER WHITE BOGGS, P.A.

And

TOWN OF FORT MYERS BEACH

This document is a contract between the Town of Fort Myers Beach, hereinafter referred to as the *corporation*, and Fowler White Boggs, P.A., hereinafter referred to as the *consultant*.

Scope of Services:

The consultant will provide legislative consultation to the corporation concerning; policy analysis, issue monitoring, development of legislative strategies, specific issue advocacy, advice on legislative developments, and executive advocacy. The consultant will provide the corporation with general legislative and executive representation for the life of this agreement.

Specific Activities:

Notwithstanding the above, during the term of this agreement the consultant will assist the corporation in the following specific endeavors:

- Identify and apply strategies regarding the implementation of specific legislation and amendments relevant to Town of Fort Myers Beach municipal interest.
- Assist the corporation in incorporating specific legislation to facilitate the corporation's legislative platform.
- Provide advocacy services, educating lawmakers and executive leaders on local governance, and home rule legislative issues.
- Provide corporation leaders opportunities and guidance interacting with legislative and executive officials.
- Provide the corporation with weekly legislative updates during Session and comprehensive Post-Session summaries of relevant legislative activities.
- Advocate for legislative action on the following issues (which would include, but not be limited to) the passage of changes in the local structure of the Tourist Development Council, transportation funding for state roads which lead to and are located on Estero Island, infrastructure funding for local sewer, water, and storm-water projects, and consultation on issues affecting local government jurisdictional, revenue and taxation policy.

Compensation:

The consultant will provide the services outlined above relating to legislative activities from March 5, 2013 and ending August 5, 2013 for a total fee of \$20,000 paid in installment payments as described below:

- \$4,000 shall be paid monthly in five (5) installments beginning March 5, 2013 and ending August 5, 2013.
- Billings for services rendered by consultant shall be in advance and due within 15 days of billing.

Additions to this Agreement:

Additional responsibilities associated with either the pursuit of legislative appropriations or specific legislation to be initiated, supported, or opposed which fall beyond the scope of this contract will be the subject of amendments, in writing, to this agreement.

Administrative Costs and Assignment:

The consultant will assume all responsibility for office expenses including supplies, rent, and printing, clerical and normal phone expenses. Costs that will be reimbursed by the corporation will include extraordinary printing, conference and long distance calls, postage expenses that exceed normal first class mail rates, reasonable travel and entertainment expenses and approved educational expenses. All reimbursable expenses shall be paid within (30) thirty days of billing the corporation, provided that corporation is furnished complete, accurate and legible evidence of such costs and expenses.

The responsibilities included within this agreement shall not be assigned by consultant to another person or entity without the prior written consent of the corporation. At all times, the consultant will retain primary responsibility for completion of the terms of this agreement.

Conflict of Interest:

The consultant endeavors to prevent the presence of potential conflicts between clients. In this regard, the consultant agrees to provide a disclosure of clients represented at the initiation of new agreements. In addition, a complete list of client representation is available by request at anytime.

Liability:

The consultant will make every effort to provide timely and professional representation. However, the consultant cannot be held responsible for financial losses associated with any action taken by public bodies.

Terms:

The term of this agreement is five (5) months, beginning March 5, 2013 and continuing through August 5, 2013. Either party may terminate this Agreement at any time for any reason or no reason by giving the other party written notice of termination. Consultant shall be entitled to receive all compensation earned prior to such termination.

Protection of Confidential Information:

In performing its obligations under this Agreement, the corporation may be required or elect to disclose to consultant certain business or financial information of the corporation or its affiliates (collectively referred to as the "Corporation Confidential Information"). The consultant agrees to treat the Corporation Confidential Information with the same degree of care the consultant affords to their own similar confidential information. Except as necessary to perform their obligations under this Agreement, as specifically authorized in writing by the corporation or as otherwise required by law, consultant shall not reproduce any Corporation Confidential Information or disclose or provide any Corporation Confidential Information to any person or entity. The consultant shall require its agents and employees to comply with the provisions of this paragraph.

Independent Contractors:

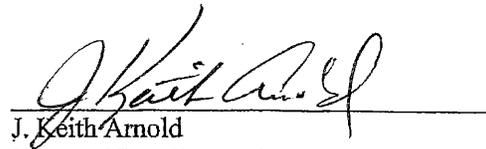
Nothing in this Agreement shall be deemed to create any relationship between the consultant and corporation other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

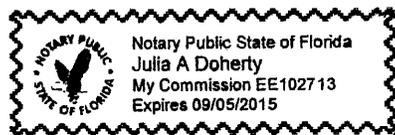
Governing Law: Venue

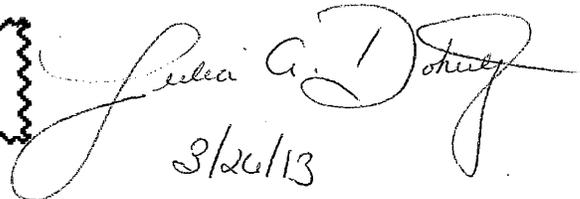
This agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida.

Signed this 25th day of March, 2013.


Terry Stewart
Town Manager, Town of Fort Myers Beach


J. Keith Arnold
Fowler White Boggs, P.A.




3/26/13