

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date: August 2, 2022

Agenda Item Number: G-1

Action Required:
Yes

Department: General Manager Sponsor: Peter Rosasco

Subject:
Cynergy Lobbyist Contract Renewal

Summary of Discussion:
Ms. Cynthia Henderson will present the new proposed Cynergy Lobbyist Contract.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 60,100.00	1. Cynergy Contract
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 7-28-22
General Manager



July 12, 2022

Key Largo Wastewater Treatment District
103355 Overseers Highway
Key Largo, Florida 33037

Re: Governmental Consulting Services in Florida

Dear Commissioners:

Thank you for the honor of working together for many years. Cynergy Consulting, LLC, is proud to advocate on behalf of your interests. The work the Key Largo Wastewater Treatment District (the “District”) has done and continues to do in providing services to the Florida Keys’ residents is a model for all Districts. We will continue to advocate for the most efficient use of dollars to provide services and relief the debt burden placed on the residents.

We believe our relationship has a great “cynergy”. We enjoy advocating before the legislative and executive branches of government in the State of Florida. We work to find ways to have a mutually beneficial result when working with our clients.

This letter sets forth our ideas for the scope of our engagement and the terms upon which we would continue to be engaged.

1. **Nature of Advocacy Representation.** The scope of our engagement will continue to include representing your interests before the State of Florida, executive branch and legislative branch. Services will include consultations with District officials, Tallahassee updates and reports, and routine contact with legislators, their staffs and with Florida state agency personnel, at the direction of the District. We will focus on providing continuing and updated information to key stakeholders on the upkeep and maintenance of our systems, while always looking for innovative improvements that improve the delivery of services while closely protecting the environment. We will frequently consult on the status as we proceed through the legislative sessions, and we can offer strategic advice while closely adhering to your deep experience and also advising on new issues as they arise. We will perform specific services as requested and approved by the District, including but not limited to lobbying efforts to secure the most funding possible through the Mayfield Grant and any other funding sources that are available.

CYHENDERSON@ME.COM ~ 108 E. Jefferson St., Suite E, Tallahassee, FL 32301 ~ 850.559.0855

2. **Fees for Services.**

a) Our standard fee for these type of services is \$5,000 per month on a yearly basis and continuing until canceled by either party with sixty (60) days' written notice. The total contract shall not exceed \$60,000 per fiscal year plus a maximum of 5% for reasonable expenses, as discussed below.

b) Upon written agreement of both parties, the monthly fees may be increased or extended. We operate as independent contractors and are Soley responsible for the performance of our duties under this agreement and for payment of all taxes and worker's compensation insurance.

3. **Disbursements and other Services.** We may also bill each month for services performed in the preceding month. Only expenses pre-approved shall be included in the billing and we will not bill for general office costs such as cell phone, computer usage, and postage for a limited mailing service. Other services, such as travel, if approved in writing in advance, will be included on each invoice. The yearly lobbyist registration fee of \$100 per year for two lobbyists is one of the expenses submitted. We do not bill for travel or client development unless you have asked us to attend a specific meeting or host a specific event.

4. **Confidential Information.** From time to time, the District may give consultant information, either orally or in writing, and indicate that the information is confidential. Consultant shall protect such information, shall not disclose such information to anyone, and shall not use the information for any purpose except for rendering service to the District.

5. **Political Contributions.** The firm's services may include advocating your position before governmental agencies in the hopes of obtaining action by the agency favorable to you. You understand that, while partners of the firm have developed positive professional relationships with governmental officials that may include the governmental officials involved in this representation, there can be no guarantee that the decisions of the governmental agency will be favorable to you. You further acknowledge that there have been no representations that the firm or its partners can exert any undue or improper influence over any governmental agency or official. In the event you choose to make any political contributions, you acknowledge that those contributions are not connected to the firm's representation and that the firm or its partners have not made any representation that contributions will affect the outcome of any governmental decision or proceeding in which the firm represents you.

We always deeply appreciate the opportunity to work with you. Our goal is to provide a high quality of service to you and be as responsive as possible to your wishes. Forthright communication is essential to your satisfaction. We welcome all communication from the District!

Thank you for this honor of working with the District!

Cordially yours,

Agreed and Accepted:

Cynthia A. Henderson

Key Largo Wastewater Treatment District

Cynergy Consulting, LLC.

By: _____