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RESOLUTION NO. 09-15

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO STATE LEGISLATIVE SERVICES; RATIFYING AND APPROVING AN EXTENSION TO THE CONTRACT WITH RONALD L. BOOK, P.A. AND ROBERT M. LEVY FOR STATE LEGISLATIVE SERVICES IN THE AMOUNT OF \$6,000.00 PER MONTH FOR THE TERM FROM FY 2005-06 THROUGH FY 2008-09; PROVIDING EFFECTIVE DATE.

WHEREAS, the Village Council adopted Resolution No. 03-102 awarding a contract to the joint venture of Ronald L. Book, P.A. and Robert M. Levy to provide legislative services. Said contract, attached hereto as Exhibit "A", allowed for three one-year extension; and

WHEREAS, Resolution 05-07 further extended the term of contract to this team for legislative services through October 1, 2005; and

WHEREAS, this team has represented the Village well throughout the years and the Village has continuously and appropriately budgeted for their services, and, through the efforts of the outstanding team of Book & Levy over \$5,000,000 in appropriated funds for Village projects has been received; and

WHEREAS, the Village desires to ratify and extend the contract for the joint venture through the current fiscal year (contract to expire 10/1/2009.)

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. Ratification of the contract and extension through the end of fiscal year 2008-09 is hereby approved.

Section 2. The approved compensation, as budgeted, shall be \$6,000 per month.

Section 3. This resolution shall be effective upon passage.

PASSED and ADOPTED this 2nd day of February, 2008.

Attest:


Meighan Rader
Village Clerk


Eugene P. Flinn, Jr.
Mayor

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APPROVED AS TO FORM:



Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Ed Feller YES
- Council Member Howard J. Tendrich YES
- Council Member Shelley Stanczyk YES
- Vice-Mayor Brian W. Pariser YES
- Mayor Eugene P. Flinn, Jr. YES



*Village of Palmetto Bay
Request for Proposals
Legislative Services
RFP No. 2003-003
October 2003*

Section I – General Information

The Village of Palmetto Bay seeks to retain the services of a legislative consultant(s) for matters in which the Village may need professional services before the Florida Legislature, Administrative and Regulatory Agencies and Departments, the Governor and Cabinet, etc. Such services shall include attending state legislative committee hearings and meetings, rule making proceedings and administrative or legislative agency meetings. The contract services shall include but not necessarily be limited to: scheduled, extended and special legislative sessions and meetings; state administrative and agency hearings, meetings or rule making proceedings; legal, grant and legislative consulting services in accordance with the terms and conditions of this Request for Proposals (RFP).

The successful contractor shall agree to be available at all times upon reasonable request to meet with Village officials and to attend meetings, represent the interests of the Village, and act as a liaison between the Village and all branches, departments, and agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members or state agencies.

The contractor shall maintain a year round presence in Tallahassee, Florida and also a staffed office presence during the legislative sessions. Contractors shall be able to provide staff and office support to Village officials when traveling to Tallahassee. Contractors must have an in-depth knowledge of issues and programs affecting the Village and Miami-Dade County and have an outstanding record of accomplishment in representing local governments, particularly in the grant funding area.

Section II - Professional Services Required

The contractor shall provide the following services to the Village:

1. Review, on a continuing basis, existing and proposed State policies, programs and legislation affecting the Village

2. Assist the Village in the development of its legislative program. The scope of the legislative program should include all Village Departments and functions.
3. Provide specific assistance to the Village in the identification, development, application, and approval of funding requests, grants, and appropriations for all Village Departments and functions.
4. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative sessions relative to the Village's legislative program or other issues that may impact the Village.
5. Work with Village staff and the Miami-Dade legislative delegation to develop legislation rules, etc., impacting the Village.
6. Develop and evaluate strategy for the support, opposition or amendment of legislation rules, etc., impacting the Village.
7. Testify and lobby before legislature, Governor, and Cabinet as necessary on behalf of the Village.
8. Appear and testify before state agency hearings, budget meetings, rule making or other administrative agency or legislative meetings on behalf of the Village.
9. Upon request, schedule and coordinate meetings between Village officials and appropriate local, state, or federal officials and legislators.
10. Provide staff, office and logistical support to Village officials while in Tallahassee.
11. Prepare written status reports to the Village. Such reports shall be as detailed as necessary and include updates on the Village's legislative program and funding requests.
12. The contractor may be requested on a very limited basis to provide support on County and Federal matters. It is understood that these areas are not the focus of the RFP.

Section III - General Terms and Conditions

1. The Village shall provide a monthly retainer for the above referenced services. The monthly retainer shall be negotiated with the selected contractor(s). The monthly retainer shall include all fees, including contractor travel, postage, telephone, etc. Additional extraordinary expenses may be allowable on a pre-approved case by case basis.
2. The Village reserves the right to select one or more contractors and the ability to designate lead responsibility if more than one contractor is engaged.
3. The contractor shall report to the Village Manager, or assigned designee.

4. The contractor shall be an independent contractor under this Agreement.
5. The contractor shall not represent clients in matters adverse to the Village, and shall make promptly known any conflicts or potential conflicts. If said conflicts cannot be satisfactorily resolved to the Village's satisfaction, the Village reserves the right to suspend and/or terminate the services of the contractor and procure same from other contractors.
6. The contractor acknowledges that he/she has not been convicted of public entity crime or placed on the convicted vendor list.
7. The Village reserves the right to delete or modify the services and scope of work under this contract at any time with or without cause. If such scope of work is reduced, the payment to the contractor shall be reduced by a commensurate amount.
8. The contractor may not change the principal person(s) working on this contract without the express permission of the Village.
9. The Village reserves the right to negotiate the fee schedule proposed by the contractor under this RFP in order to meet Village budgetary constraints

Section IV – Documents Required

Each contractor shall submit 10 copies of the following:

1. A cover letter indicating the contractor's interest in providing the services described in this RFP to the Village.
2. A brief history of the contractor including how long the contractor has been engaged in this field of work.
3. A list of the principal(s) who will be responsible for providing the specified services, including resumes or biographies for each person.
4. All current local, municipal, county, regional, state, and federal clients of the contractor, including for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro Bonn, retainer, project based fee, etc.); (d) accomplishments achieved for the client including legislative appropriations; and (e) a contact name and phone number for the client.
5. Any prior or private sector clients that may be relevant, providing the same information as above.
6. Copies of any press articles, profiles, commendations, etc., that may assist the Village in its evaluation.

7. A list of references including comparable jurisdictions to the Village and elected officials [Please limit to five (5)]
8. An original signed copy of this RFP wherein the contractor acknowledges and warrants that he/she has read and agrees with all of the terms and conditions contained herein.
9. Proposed monthly retainer fee to provide the services described herein.

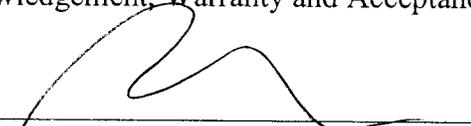
Section V – Timetable and Process

Sealed proposals will be received by the Village Clerk, 8950 SW 152nd Street, Palmetto Bay, FL 33157, no later than 3:00 p.m. on or before Monday, November 17, 2003.

The Village will evaluate the RFP's based on the following criteria:

1. The experience and knowledge of the contractor
2. The experience of the contractor in representing entities comparable to the Village
3. The ability of the contractor to provide all of the services requested by the Village
4. The accomplishments, generally, of the contractor in representing entities comparable to the Village
5. The accomplishments, specifically, in securing funding and appropriations for its clients

Acknowledgement, Warranty and Acceptance:



Contractor

11/17/03
Date



Village Manager

12/1/03
Date