

RESOLUTION NO. 02-10

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING A CONTRACT WITH RASCO GROUP, LLC. FOR INTERIM ADMINISTRATIVE SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and the Village Council are in immediate need of interim administrative services to assist in implementing municipal government in the Village of Palmetto Bay; and,

WHEREAS, Mr. Joe I. Rasco is the principal of Rasco Group, LLC. and he is experienced with municipal government; and,

WHEREAS, the Mayor and Village Council desire to enter into a contract with Rasco Group, LLC. for interim administrative services for a 6-month period of time.

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

Section 1. The contract between the Village of Palmetto Bay and Rasco Group, LLC., which is annexed to this resolution as App.1, is approved. The Mayor is authorized, as provided by art. II, sec. 2.1(A)(5) of the charter, to execute and deliver the contract.

Section 2. As provided by art. III, sec. 3.10(A) of the charter, the Council determines by an affirmative vote of at least four Council members that it is impracticable or not advantageous to the Village to competitively bid the contract.

Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 18th day of November, 2002.

**CONTRACT BETWEEN VILLAGE OF PALMETTO BAY
AND RASCO GROUP, LLC**

This contract is made and entered into this 19th day of November, 2002 between the Village of Palmetto Bay, a Florida municipal corporation, located at Chamber South, 900 Perrine Avenue, Miami, FL 33157, and Rasco Group, LLC, (Rasco) a Florida limited liability company.

WHEREAS, the Village desires to engage and retain the services of Rasco to perform a full range of administrative services for an interim period of six months to implement the Village government; and,

WHEREAS, Rasco represents that it has the capability to provide the services by and through its principal, Mr. Joe Rasco.

NOW THEREFORE, in consideration of the sum of \$1.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

1. WHEREAS CLAUSES

1.1. The recitals of the above Whereas clauses are incorporated and made a part of this contract.

2. SCOPE OF SERVICES

2.1. Rasco shall provide all village manager and department head administrative services necessary to implement municipal government for the Village.

2.2. The scope of services shall include but not be limited to the services provided in Exhibit A, which is incorporated and made a part of this contract.

2.3. Rasco shall work at the direction of the Village Council and the Mayor, and shall work with the Assisting Village Manager and the Village Attorney, and with any other persons as Rasco may deem necessary and prudent, to accomplish the goal of implementing municipal government.

3. COMMENCEMENT DATE AND TERM

3.1. Upon approval by the Village Council and execution by the

Mayor, the term shall commence upon the date of this contract and expire at 12:00 midnight, May 20, 2003, unless the term is extended by mutual agreement of the parties.

3.2. In the event the Village Council appoints a Village Manager, this contract shall terminate 30 days from the date of the appointment. Rasco shall serve as an assistant to the Village Manager.

4. PAYMENT

4.1. The Village shall pay Rasco the amount of \$10,000.00 per month during the term of this contract for the performance of work, including but not limited to the work identified in Exhibit A. Payment for any extended term shall be at the same rate. In the event that the contract or any extended term is terminated by either party, payment will be prorated to the date of termination. Payment will be made in two monthly installments on the first business day following the 1st and the 15th of each month.

4.2. The Village shall not be liable to pay, and shall not pay, charges for additional work unless the Village, acting through the Village Council or its designee, specifically authorizes the additional work in writing before the work is performed. The amount of compensation for additional work shall be determined at the time it is authorized. This condition requiring prior written authorization for additional work can be waived by the Village upon a showing of good cause.

4.3. Rasco acknowledges that the Village currently does not have funds to make payment under this contract and that the Village is seeking a payment by Miami-Dade County of at least \$300,000.00 to fund initial operations. The obligation of the Village to pay Rasco shall commence upon receipt of payment of sufficient funds from the county to pay the Village's current obligations. Payment to Rasco shall be made within five business days of receipt of funds from the county.

5. EXPENSES

5.1. The Village shall reimburse Rasco for the reasonable out-of-pocket and third-party expenses incurred while specifically engaged in carrying out the duties of providing interim services to the Village.

5.2. Other costs, by way of example, cellular phone and pager services and internet connection, shall be absorbed by Rasco as overhead costs.

6. TERMINATION

6.1. Either party may terminate this agreement for convenience. Unless waived in writing by both parties, the terminating party shall provide written notice of termination at least 30 days prior to the effective date of termination.

7. INDEPENDENT CONTRACTOR

7.1. Rasco is furnishing its services as an independent contractor to the Village and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

7.2. As an independent contractor Rasco shall assist the Village in implementing municipal government but shall not have the power to bind the Village to any contract. Rasco shall have the power to determine the amount of time necessary to fully perform under this contract. Rasco may provide services to other clients so long as Rasco fully performs under this contract and representation of other clients does not create a conflict of interest.

8. INSURANCE

8.1. Rasco warrants that it currently has, and it shall maintain during the term of this contract, the following insurance coverages:

- Workers' compensation insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.
- Automobile liability insurance coverage for personal bodily injury, death and property damage with single incident and aggregate limits of \$100,000.00 and \$300,000.00.

8.2. The Village currently does not carry worker's compensation, comprehensive liability, public official liability, or any other form of coverage. Rasco shall look to its own insurance for protection from liability and for coverage for death, bodily injury and personal injury.

9. INDEMNIFICATION

9.1. Each party shall be responsible for its own negligence. Each party shall defend, hold harmless and indemnify the other party for any tort, statutory liability, or professional liability demand, claim, judgment, settlement or

expense resulting from, and to the extent of, its own liability. This provision shall survive the termination of this Agreement.

10. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

10.1. The Village does not waive sovereign immunity for any claim for tort, breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of, or to enforce, this contract, the prevailing party shall be entitled to its reasonable attorney's fees, paralegal fees and costs from the other party, including fees and costs arising from pretrial, mediation, trial, appellate and post-judgment proceedings.

11. JURISDICTION AND VENUE

11.1. For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

12. SEVERABILITY

12.1. Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

13. ENTIRE CONTRACT

13.1. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.

14. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

14.1. Rasco warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Rasco has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract to Rasco.

14.2. Rasco warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this

contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances.

14.3. A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to Rasco.

15. NOTICE

15.1. For the purposes of this contract, notices to the parties shall be sufficient if sent by hand delivery, federal express or certified mail, return receipt requested, and addressed as follows:

To the Village: Mayor, Village of Palmetto Bay
7860 SW 157th Terrace
Palmetto Bay, FL 33157

Copy to: Earl G. Gallop, Village Attorney
3225 Aviation Ave.
Coconut Grove, FL 33133

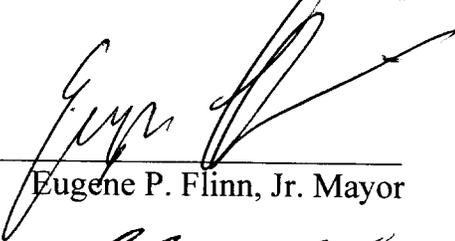
To Rasco: Joe I. Rasco
310 W. Heather Dr.
Key Biscayne, FL 33149

IN WITNESS WHEREOF, the parties, acting through their duly authorized officers, have executed this contract as of the date first above written.

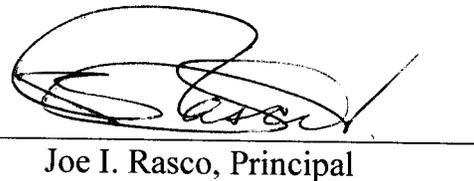
VILLAGE OF PALMETTO BAY

RASCO GROUP, LLC

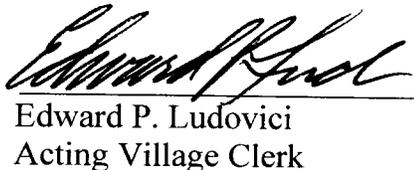
By:


Eugene P. Flinn, Jr. Mayor

By:


Joe I. Rasco, Principal

Attest:


Edward P. Ludovici
Acting Village Clerk

APPROVED AS TO FORM:



Earl G. Gallop,
Village Attorney

EXHIBIT "A"
THE RASCO GROUP
SERVICES TO BE PROVIDED

This proposal includes, at a minimum, the full range of services to allow the Village of Palmetto Bay to begin municipal operations.

This contract provides for full time interim management services to be provided by Joe I. Rasco.

J. I. Rasco will perform the duties and responsibilities of an interim administrator, and provide other administrative or municipal services through a contract with the Village. This contract should be construed to allow the Village of Palmetto Bay to secure such services it may require to begin functioning as a full service municipal government.

Administration

- Participate in all regular and special Village meetings
- Participate in all county negotiations on behalf of the Village
- Provide advice to Mayor and Council on start-up of Village
- Provide analysis of recommended policies and actions
- Develop interim/permanent administrative policies and procedures
- Manage initial Village services for all residents as required by Council
- Implement Village policies, ordinances and resolutions
- Manage and administer all contracts approved by the Village
- Represent the Village as needed to pursue grants
- Aid the Village as needed in the search for Village Manager

Finance

- Begin planning of interim budget and initial capital program
- Provide financial advisory services
- Assist in collection of revenue due
- Manage financial resources
- Manage initial risk management program

Records

- Supervise, help prepare and distribute agenda material
- Supervise and help Village Clerk maintain records and documents
- Supervise and assist in providing minutes of all meetings
- Review appropriate public notices
- Provide public access to records
- Provide for recording/taping of meetings as instructed by Council
- Assist Village Clerk in providing interim records storage and records management

Purchasing

- Manage all purchasing and acquisition activities
- Provide negotiated agreements for services
- Provide procurement policies and procedures as needed
- Prepare various types of purchasing methods, such as RFP's, RFQ's and bids
- Manage and assist in evaluation and selection of vendors

Communication

- Maintain open lines of communication and input to Council and Mayor
- Maintain an open and accessible relationship with residents
- Help prepare communications for website, newsletter and other communications
- Develop for the Village excellent local and state relationships to enhance intergovernmental communications