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RESOLUTION NO. 2013-76

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO APPOINTMENT OF AN INTERIM VILLAGE ATTORNEY; JOHN HERIN, OF GRAYROBINSON; APPROVING AN INTERIM CONTRACT FOR SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village issued Request for Proposal No. 2013-001 for the selection of Village Attorney/Professional Legal Services; and,

WHEREAS, a Special Council Meeting was held on October 16, 2013 and John Herin and the firm of GrayRobinson was selected as Interim Village Attorney; and,

WHEREAS, the Village staff was directed to prepare a contract for interim legal services with the GrayRobinson firm, and in the interim the Village would go back out for bid for legal services; and,

WHEREAS, the Mayor and Village Council desire to execute the attached contract for interim legal services, on a month-to-month basis until the selection of a permanent Village Attorney by the Village Council.

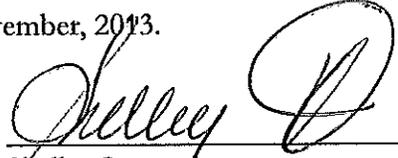
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Council authorizes the execution of the attached Interim Village Attorney services contract with the firm of GrayRobinson. A copy of the resolution is attached hereto as exhibit 1.

Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 4th day of November, 2013.

Attest: 
Meighan Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis
Village Attorney

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FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

**INDEPENDENT CONTRACTOR
PROFESSIONAL SERVICES AGREEMENT**

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of November, 2013, by and between the VILLAGE OF PALMETTO BAY, a Florida municipal corporation, hereinafter referred to as "VILLAGE", being party of the first part, and GrayRobinson, P.A., hereinafter referred to as "FIRM", party of the second part.

IN CONSIDERATION of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed, promised and covenanted as follows:

1. VILLAGE does hereby agree to employ and accordingly does employ FIRM, and FIRM does hereby agree to accept and does accordingly accept employment by the VILLAGE in the capacity of "Interim Village Attorney" of the Village of Palmetto Bay, Miami-Dade County, Florida, effective November 15, 2013, all in accordance with the terms and conditions and provisions of said employment as set forth hereinafter.

2. This Independent Contractor Professional Services Agreement is terminable by either VILLAGE or FIRM at any time on thirty (30) days written notice to the other party. However, at VILLAGE'S option, and if so requested by VILLAGE, FIRM shall continue to provide the professional services contemplated herein pending the appointment/employment of its successor if such appointment/employment requires more than thirty (30) days, and provided that VILLAGE exerts reasonable efforts during said thirty (30) days to seek and select FIRM'S successor. In addition, the parties may terminate this Agreement at any time and on any agreed basis by mutual consent of all parties, the same reduced to writing and properly executed by all parties hereto.

3. FIRM agrees to attend all regular and special meetings of the Village Council and to attend any meeting of any official Village board, committee or commission when specifically requested to attend and to perform any and all legal services of whatever kind or nature, including office practice and litigation, required or requested of FIRM by VILLAGE for the VILLAGE and the agents and/or employees thereof (when same are acting in their official capacity(ies) on behalf of the Village of Palmetto Bay) during the term of this Agreement, subject only to the conditions otherwise set forth herein. All legal services to be performed by FIRM hereunder shall be rendered in the manner set forth in the Charter of the Village of Palmetto Bay.

4. As full payment and compensation for FIRM's services hereunder, VILLAGE shall pay to FIRM and FIRM agrees to accept from VILLAGE the hourly rate of one hundred eighty-five and 00/100 dollars (\$185.00) for Attorney work and sixty and 00/100 dollars (\$60.00) for paralegal work, which shall be invoiced (detailed billing) on a monthly basis for the following described work:

- FIRM shall comply with the scope of services as delineated in the scope of services of Village RFP No. 2013-001 for Village Attorney/Professional Legal Services, pursuant to section 2.02, 2.03. A copy of the RFP No. 2013-001, is attached hereto and incorporated by reference herein, as to the specific sections of said RFP identified in this agreement.
- General legal advice to the Mayor and Council and all Village Departments (e.g., ordinance and resolution drafting and contract review), including but not limited to: Village Manager, Village Clerk, Building, Finance, Employment & Labor (this includes EEOC charges but not actions in civil court), Information Technology, Parks & Recreation and Public Works.
- Procurement review and bid protests that do not go to civil court.
- Planning advice and review, meetings, and administrative zoning appeals that do not go to civil court.
- Oversight of outside counsel/law firms (e.g., Florida League of Cities/FMIT appointed counsel).
- All litigation.
- Real estate transactions.

5. In addition to the compensation for professional services as set forth above, FIRM shall be permitted to submit on a monthly basis for payment by VILLAGE to FIRM an invoice for all reasonable and necessary legal expenses incurred on behalf of the VILLAGE, such as court costs and filing fees, messenger services, and photocopying and facsimile costs not performed by the VILLAGE. The foregoing constitutes reimbursement of expenses to FIRM and not fees for services as contemplated hereunder. FIRM may also request these costs be paid directly by VILLAGE to the billing party, agency or vendor upon their original invoice or billing statement rather than on a reimbursement basis including reimbursement for library books and supplements owned by the VILLAGE and in possession of the FIRM.

6. FIRM will not bill VILLAGE for travel time to/from Village Hall for Council meetings or meetings with Village staff, nor bill Village for routine telephone calls.

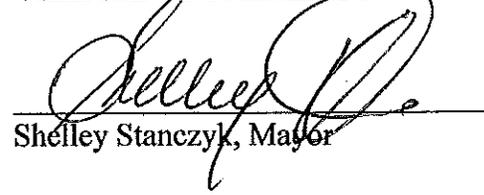
7. This Independent Contractor Professional Services Agreement sets forth the entire agreement between the parties hereto. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon any of the parties hereto unless reduced to writing and properly signed and executed.

8. FIRM shall provide insurance as provided under section 4.02 of RFP No. 2013-001.

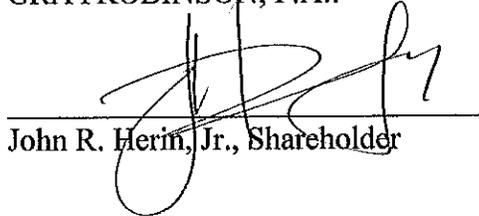
ATTEST:


Meighan Alexander, Village Clerk

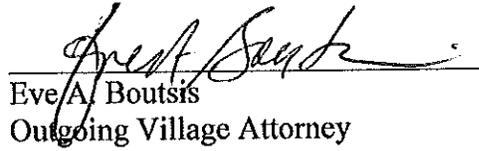
VILLAGE OF PALMETTO BAY:


Shelley Stanczyk, Mayor

GRAYROBINSON, P.A.:


John R. Herin, Jr., Shareholder

Approved as to Form:


Eve A. Boutsis
Outgoing Village Attorney