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RESOLUTION NO. 2014-37

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE VILLAGE ATTORNEY; AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM REGARDING APPOINTMENT OF DEXTER LEHTINEN AS VILLAGE ATTORNEY AND THE RETENTION OF THE LAW FIRM OF LEHTINEN, SCHULTZ, RIEDI, CATALANO, & DE LA FUENTE, PLLP, FOR THE PURPOSE OF PROVIDING LEGAL SERVICES TO THE VILLAGE OF PALMETTO BAY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3.7 of the Village Charter empowers the Village Council to appoint an individual attorney or a law firm to act as the Village Attorney; and,

WHEREAS, on November 14, 15, and 18th of 2013, the Request for Proposals for Village Attorney/Professional Legal Services (RFP 2013-002) was advertised in the Miami Daily Legal Review. Six firms provided sealed bids and said bids were formally opened on December 20, 2013; and,

WHEREAS, at the Council Meeting of January 6, 2014, the Village Council received all proposals, subsequently conducted individual interviews, and held public presentations at the Council Workshop of February 19, 2014; and,

WHEREAS, Attorney Dexter Lehtinen and the law firm of Lehtinen, Schultz, Riedi, Catalano, & de la Fuente were selected on March 3, 2014, by the Village Council. The Council, via Resolution 2014-17, directed the Village Manager to negotiate a contract pursuant to the terms and conditions proposed in the Request for Proposals and return for approval 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 above whereas clauses are incorporated by reference.

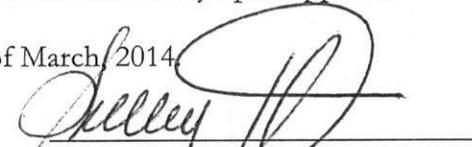
Section 2. The Village Council approves the attached Memorandum Regarding Appointment of Dexter Lehtinen as Village Attorney and the retention of the law firm of Lehtinen, Schultz, Riedi, Catalano & de la Fuente, PLLP, for the purpose of providing legal services to the Village of Palmetto Bay. The Mayor is authorized to execute the Memorandum on behalf of the Village.

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

PASSED and ADOPTED this 19th day of March, 2014.

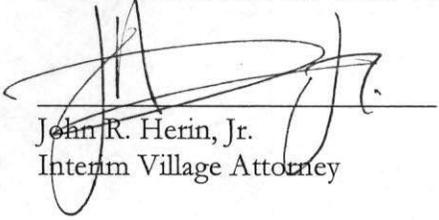
Attest:


Meighan Alexander
Village Clerk


Shelley Stanczyk
Mayor

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:



John R. Herin, Jr.
Interim Village Attorney

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>

**MEMORANDUM REGARDING APPOINTMENT OF
DEXTER LEHTINEN AS VILLAGE ATTORNEY
AND THE RETENTION OF THE
LAW FIRM OF LEHTINEN SCHULTZ RIEDI
CATALANO DE LA FUENTE, PLLP
FOR THE PURPOSE OF PROVIDING LEGAL SERVICES
TO THE VILLAGE OF PALMETTO BAY, FLORIDA**

This memorandum establishes the understanding between Dexter Lehtinen, a licensed Florida attorney, and the law firm of Lehtinen Schultz Riedi Catalano de la Fuente, a Florida PLLP, on the one hand, and the Village Council of the Village of Palmetto Bay, a Florida Municipality, on the other hand, regarding the provision of legal services.

Village Attorney and Law Firm for Legal Services – Pursuant to the Charter of the Village of Palmetto Bay, which provides that the Council will select an attorney to serve as Village Attorney, the Council has appointed Dexter Lehtinen, Florida Bar 0265551, as Village Attorney. The Village Council also retains the law firm of Lehtinen Schultz Riedi Catalano de la Fuente, PLLP (the “firm”), as the organizational entity through which legal services will be provided, as further defined in RFP No. 2013-002, Section 2.02, entitled “Scope of Services”. Mr. Lehtinen is the primary individual within this firm through which the appropriate legal services of the firm will be provided. In so far as the legal needs of the Village are best served by attorneys with specialized expertise other than the expertise of Village Attorney Lehtinen, or in the event of a direct and unavoidable scheduling conflict precluding Village Attorney Lehtinen’s presence at a meeting which the Village Attorney would otherwise attend, the legal services of the firm of Lehtinen Schultz Riedi Catalano de la Fuente will be utilized. The alternate attorney within the firm for providing such services is Mr. Claudio Riedi; the second alternate is Mr. Bob de la Fuente. Other attorneys from the firm are available as required.

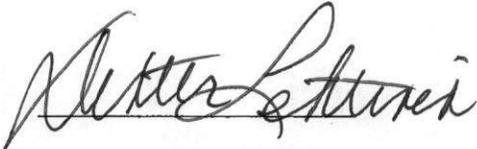
Fees – The fee for Village Attorney Lehtinen and for any alternate attorney is one hundred ninety dollars per hour (\$190/hour). The fee for paralegals (certified graduates of paralegal training) is eighty dollars per hour (\$80/hour). The unit of measure is one-tenth of an hour (1/10 hour). There will be no charge for travel to or from the Village for any reason (Council meetings, Village Manager meetings, Village staff meetings, etc). There will be no charge for brief telephone calls to or from Village Council, Village Manager, or Village staff. Fees will be presented on a monthly basis and will be paid within thirty days (30 days) of presentation.

Costs – Costs will be billed based on actual expenses incurred by the law firm. Costs may include (but are not limited to) delivery charges, out of town travel expenses (travel only with approval of the Village), computer research charges (such as Westlaw), court reporter expenses and transcripts, court expenses (such as filing fees, service of process, and newspaper announcement costs), copying costs, any applicable lobbying registration fees, long-distance telephone charges, expert witness fees (expert witnesses only with the approval of the Village), etc. Costs will be presented with fees and will be paid with payment of fees (within thirty days of presentation).

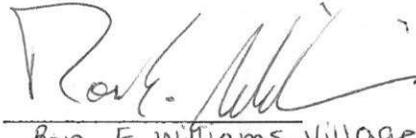
Representation of Other Government Clients – In addition to the applicable rules of the Florida Bar and principles of legal ethics, Village Attorney Lehtinen and the firm agree that they will not represent the municipalities contiguous to Palmetto Bay (Pinecrest, Coral Gables, and Cutler Bay), without permission of the Council of Palmetto Bay. Further, Village Attorney Lehtinen and the firm agree that they will not represent Miami-Dade County or the State of Florida on any matter involving areas contiguous to Palmetto Bay or substantially affecting Palmetto Bay, without permission of the Council of Palmetto Bay.

Termination – Village Attorney Lehtinen and the firm understand that the Council of Palmetto Bay may terminate the Village Attorney and the firm at any time, with or without notice, for any reason satisfactory to the Council in the Council's sole discretion. Village Attorney Lehtinen and the firm may terminate their relationship with forty-five (45) days notice.

Commencement – Village Attorney Lehtinen and the firm will commence providing services upon approval of this memorandum by the Village Council or when the Village Council otherwise specifies.



Dexter Lehtinen, individually
And on behalf of Lehtinen Schultz
Riedi Catalano de la Fuente, PLLP



Ron E. Williams, Village Manager
On behalf of the Village
of Palmetto Bay

Date: _____

Date 5/20/2014