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**RESOLUTION NO. 09 – 74**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO LEGISLATIVE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A LEGISLATIVE CONSULTING SERVICES AGREEMENT WITH CARDENAS PARTNERS, LLC FOR FEDERAL LOBBYING SERVICES AND ISSUE A PURCHASE ORDER FOR THE AMOUNT OF \$50,000 FOR A ONE YEAR PERIOD; AND PROVIDING EFFECTIVE DATE.**

**WHEREAS**, the Village of Palmetto Bay currently has legislative representation at the state level which has resulted in very successful appropriations for village projects; and,

**WHEREAS**, the Village recognizes it is equally important to have a presence in Washington DC in order to receive federal appropriations; and,

**WHEREAS**, in an effort to retain a qualified firm to provide legislative services at the federal level, the village published a Request for Qualifications, established a selection committee that heard presentations, and certain members of the Village Council individually interviewed the top three firms; and

**WHEREAS**, the Village Council, via Resolution 09-69, authorized the Village Manager to enter into negotiations with Cardenas Partners, LLC, to provide legislative services to the village in Washington DC; and,

**WHEREAS**, the Village Manager has completed negotiations and an Agreement for a one-year period is provided for this service.

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

**Section 1.** The Village Manager is authorized to execute the agreement attached hereto as Exhibit "A".

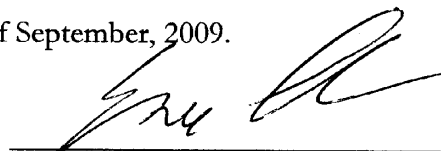
**Section 2.** The Village Manager is authorized to issue a purchase order for the amount of \$50,000 for a one-year contract.

**Section 3.** This resolution shall be effective upon adoption.

PASSED and ADOPTED this 14<sup>th</sup> day of September, 2009.


Attest:

  
Meighan Rader  
Village Clerk

  
Eugene P. Flinn, Jr.  
Mayor

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APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Eve A. Boutsis,  
Office of 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

**LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN THE  
VILLAGE OF PALMETTO BAY AND CARDENAS PARTNERS, LLC  
FOR FEDERAL LOBBYING SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
2009, by and between:

VILLAGE OF PALMETTO BAY, FLORIDA  
a municipal corporation  
8950 SW 152<sup>nd</sup> Street  
Palmetto Bay, Florida 33157  
(hereinafter referred to as "VILLAGE")

and

CARDENAS PARTNERS, LLC  
700 12<sup>th</sup> Street, NW  
Suite 1150  
Washington, DC 20005  
(hereinafter referred to as "CONSULTANT")

IN CONSIDERATION of the mutual covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, VILLAGE and CONSULTANT do mutually agree as follows:

**Section 1. PURPOSE:** The parties agree that the main purpose of this Agreement is for CONSULTANT to provide federal professional legislative and lobbying consulting services during legislative sessions, including but not limited to, meetings as well as federal administrative and agency hearings, meetings or rule making proceedings.

**Section 2. SCOPE OF SERVICES:**

2.01 This Scope of Services between VILLAGE and CONSULTANT will set forth the duties, obligations and responsibilities of VILLAGE and CONSULTANT in the provision of legislative consulting services and related services VILLAGE. CONSULTANT shall provide the following services during the term of this Agreement:

- (A) Review existing and proposed Federal policies, programs, and legislation on a continuing basis for the purpose of identifying those issues that may affect the Village and its citizens;
- (B) Assist the VILLAGE Council and the VILLAGE staff in the development of the VILLAGE'S Year 2010 legislative program; upon adoption of the VILLAGE'S legislative program, a copy of the legislative program shall be incorporated by reference as Exhibit "A".

- (C) Effect the implementation of the VILLAGE'S legislative program;
- (D) Monitor Federal Committee meetings, Federal agency hearings and meetings, Year 2009 and prior to and during the Year 2009 Legislative session plus extension periods, in which specific issues outlined in the VILLAGE'S Legislative Program are part of the agenda;
- (E) Work with the VILLAGE Council, VILLAGE Manager's Office and the South Florida Legislative Delegation in developing special or general legislation that is supportive of the VILLAGE'S adopted Legislative Program;
- (F) Appear and testify before Federal agency hearings, rule-making proceedings and other administrative and legislative meetings, as necessary, in order to promote and seek passage of legislation affecting the VILLAGE'S citizens and legislation supporting the VILLAGE'S adopted Legislative Program;
- (G) Coordinate appointment/meetings between the Mayor, Village Council members, and other Village staff, upon request, with appropriate Federal officials/legislators;
- (H) Report regularly to the Village Council, Village Manager, and other applicable staff as designated by VILLAGE, through correspondence, informational bulletins, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate bills to VILLAGE, informing VILLAGE of various meetings/hearings attended on the VILLAGE'S behalf, providing the VILLAGE with any applicable interim studies prepared by the House or Senate and individually meeting with or contacting Mayor and Village Council on issues, as required; and,
- (I) As and when requested by VILLAGE, assist in obtaining Federal permits and grants.

2.02 The CONSULTANT shall provide the Village Council and the Village Manager's office with periodic reports during the time that Congress has been called into regular and special session. Additionally, the CONSULTANT shall be required to send immediate alerts to the Village Manager's office and the Staff Legislative Liaison when any immediate action may be required to be taken by the VILLAGE or any action is being contemplate that will directly impact the VILLAGE. Furthermore, the CONSULTANT shall assist in arranging trips to Washington, DC for staff or elected officials when required to address specific issues affecting the VILLAGE.

2.03 In addition to the scope of work identified in Section 2.01 of this Agreement, CONSULTANT shall provide the following additional services:

- (A) To allocate more time to spend with the VILLAGE staff, administrators and the Council during non-legislative session period to assist CONSULTANT in better understanding the issues which are important to the VILLAGE and to enable CONSULTANT to alert VILLAGE to emerging issues at the Federal level which will impact the VILLAGE;
- (B) To bring to the attention of the VILLAGE any emerging issues that are of municipal concern. This will enable VILLAGE to make an early determination of any significance to the VILLAGE of any proposed legislation and allow the VILLAGE to determine what, if any, action to take; and,
- (C) Assist VILLAGE staff in becoming familiar with the staff of legislative committees, as required.

**Section 3. CONSULTANT RESPONSIBILITIES:**

- 3.01 CONSULTANT shall perform the scope of services, as set out in Section 2 and throughout this Agreement, as the Legislative Consultant. This list shall not be deemed to be all-inclusive and may be changed from time to time as authorized by the Village Council.
- 3.02 All correspondence shall be directed through the Village Manager or his designee.
- 3.03 CONSULTANT shall devote reasonable and sufficient time to representation of the VILLAGE to achieve satisfactory results. VILLAGE recognizes that CONSULTANT has other clients for legislative representation.

**Section 4. INDEPENDENT CONTRACTOR STATUS:**

- 4.01 CONSULTANT and their employees, subcontractors, volunteers and agents, shall be and remain independent contractors, not agents or employees of VILLAGE with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.
- 4.02 VILLAGE will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other state agencies.

**Section 5. TERM OF AGREEMENT:**

- 5.01 This Agreement shall be effective September 15, 2009 and shall terminate on September 14, 2010, unless terminated earlier pursuant to the Section 8 of this Agreement. This Agreement may be renewed by VILLAGE for two (2) additional one (1) year terms subject to satisfactory performance by CONSULTANT, upon

the determination by VILLAGE that renewal is in the best interest of VILLAGE and approval by Village Council.

**Section 6. COMPENSATION:**

- 6.01 For the period beginning September 15, 2009, VILLAGE shall pay CONSULTANT an annual fee of Fifty Thousand Dollars (\$50,000), inclusive of all consultant expenses, to be paid in twelve (12) equal monthly installments on the 15<sup>th</sup> day of the month, with the first payment due October, 2009, the consultant shall prepare a monthly report that shall include, but not be limited to, the type of service provided and an indication of person/committees/agencies with whom CONSULTANT met. This statement shall also include a summary of services provided and approximate time spent by CONSULTANT on behalf of the VILLAGE during this time period. Checks shall be made payable to Cardenas Partners, LLC.

**Section 7. WARRANTIES:**

- 7.01 CONSULTANT warrants to VILLAGE that the services performed hereunder shall be performed in a professional manner, and that such services shall be of the highest quality.
- 7.02 CONSULTANT warrants to VILLAGE that they shall comply with all applicable federal, state, and local laws, regulations and orders in carrying out their responsibilities under this Agreement.
- 7.03 CONSULTANT warrants to VILLAGE that they are not insolvent, they are not in bankruptcy proceedings or receivership, nor are they engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have and adverse effect on their ability to perform their obligations under this Agreement.
- 7.04 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

**Section 8. TERMINATION:**

- 8.01 TERMINATION FOR CONVENIENCE OF VILLAGE: Upon seven (7) Calendar days written notice delivered by certified mail, return receipt requested, to the CONSULTANT, the VILLAGE may, without cause and without prejudice to any other right or remedy, terminate this Agreement for the VILLAGE'S convenience, whenever the VILLAGE determines that such termination is in the best interest of the VILLAGE. Upon receipt of the notice of termination for convenience, the CONSULTANT shall promptly discontinue all work at the time. The CONSULTANT shall be paid for all work properly performed prior to the effective date of termination.

8.02 VOLUNTARY TERMINATION: VILLAGE or CONSULTANT may terminate this Agreement by providing thirty (30) calendar days advance written notice of termination in the manner specified herein.

**Section 9. PERMITS, FEES AND LICENSES:**

9.01 CONSULTANT shall secure and pay for all permits and governmental fees, licenses, lobbying authorization/certification and charges necessary for the proper execution and completion of work.

**Section 10. TAXES:**

10.01 CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

**Section 11. CONFLICT OF INTEREST:**

11.01 CONSULTANT covenants that no person under their employ who is presently exercised any functions or responsibilities in connection with this Agreement, has any personal financial interests, direct or indirect, with VILLAGE. CONSULTANT further covenant that, in the provision of services set out in this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT, or their employees, must be disclosed in writing to VILLAGE.

11.02 CONSULTANT are aware of the conflict of interest laws of the Municipal Code of the VILLAGE and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agree that they will fully comply in all respects with the terms of said laws.

11.03 CONSULTANT warrants that they have not employed or retained any person employed by the VILLAGE to solicit or secure this Agreement and that they have not offered to pay, paid or agreed to pay, any public official or person employed by VILLAGE any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from award privileges.

**Section 12. ASSIGNMENT:**

12.01 CONSULTANT shall not assign, or transfer their rights, title or interests in the Agreement; nor shall CONSULTANT delegate any of their duties and obligations undertaken by CONSULTANT without VILLAGE'S prior written approval.

**Section 13. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:**

13.01 During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race,

religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause

**Section 14. ATTORNEY'S FEES AND COSTS:**

14.01 The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

**Section 15. ENTIRE AGREEMENT:**

15.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be considered as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force effect.

**Section 16. CUMULATIVE REMEDIES:**

16.01 The remedies expressly provided in this Agreement to the VILLAGE shall not be deemed exclusive but shall be cumulative and in addition to all other remedies in favor of VILLAGE now or hereafter existing at law or in equity.

**Section 17. SEVERABILITY:**

17.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 18. CONSTRUCTION OF AGREEMENT:**

18.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall



extend to and include the singular. All words in any gender shall extend to and include all genders.

**Section 19. NOTICES:**

19.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and addresses:

VILLAGE: Village Manager  
Village of Palmetto Bay  
8950 SW 152<sup>nd</sup> Street  
Palmetto Bay, Florida 33157

CONSULTANT: Cardenas Partners, LLC  
700 12<sup>th</sup> Street, NW  
Suite 1150  
Washington, DC 20005

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST: VILLAGE OF PALMETTO BAY, a Florida  
municipal corporation

\_\_\_\_\_  
Meighan J. Rader,  
Village Clerk

\_\_\_\_\_  
Ron E. Williams,  
Village Manager

APPROVED AS TO FORM:

CARDENAS PARTNERS, LLC

\_\_\_\_\_  
Eve A. Boutsis, Village Attorney

\_\_\_\_\_  
Printed Name of Authorized Signator