

RESOLUTION NO. 2012- 03

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO STATE LEGISLATIVE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH ROBERT LEVY & RONALD L. BOOK, P.A. FOR STATE LEGISLATIVE SERVICES IN THE AMOUNT OF \$3,500.00 PER MONTH FOR A PERIOD OF TWO (2) YEARS WITH THE OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted Resolution No. 2011-81 approving the selection of Ronald L. Book, P.A. and Robert M. Levy and Associates to provide legislative services and other related duties at the state level; and

WHEREAS, under Resolution No. 2011-81, the Village Manager was authorized to enter into contract negotiations with the firm Ronald L. Book, P.A. and Robert M. Levy and Associates.

WHEREAS, the agreed to compensation, shall not exceed \$3,500 per month for the period of January 2012 through January 2014.

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 enter into agreement with Ronald L. Book, P.A. and Robert M. Levy and Associates for legislative services and other related duties at the state level; and

Section 2. The approved compensation, as budgeted, shall not exceed \$3,500 per month.

Section 3. This resolution shall be effective upon passage.

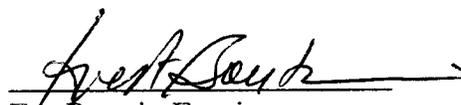
PASSED and ADOPTED this 9th day of January, 2012.

Attest:


Meghan Alexander
Village Clerk


Shelley Stanczyk
Village Mayor

READ AND APPROVED AS TO FORM:


EYE BOUTSIS, Esquire
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Howard J. Tendrich	<u>YES</u>
Council Member Joan S. Lindsay	<u>YES</u>
Vice-Mayor Brian W. Pariser	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>



**VILLAGE OF PALMETTO BAY
AGREEMENT FOR STATE OF FLORIDA LOBBYING SERVICES**

THIS AGREEMENT, made and entered into this ____ day of January, 2012 by and between:

VILLAGE OF PALMETTO BAY, FLORIDA
a municipal corporation
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
(hereinafter referred to as "VILLAGE")

and

RONALD L. BOOK, P.A. and ROBERT M. LEVY
Harbour Centre
18851 NE 29th Avenue, Suite 1010
Aventura, FL 33180
(hereinafter referred to as "CONSULTANT")

Section 1 – General Information

The Village of Palmetto Bay is contracting for the services of legislative consultant(s) for matters in which the Village may need professional representation 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. This contract's 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 for the period of January 1, 2012 through January 1, 2014, with payments not to exceed \$3,500 per month. This contract is for two (2) years, with the option to extend the contract for three (3) one-year terms. This agreement may be terminated by either party with at least a ninety (90) day notice.

The consultant 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 or meetings with the Governor, Cabinet, or Cabinet members or state agencies.

The consultant shall maintain a year round presence in Tallahassee, Florida and also a staffed office presence during the legislative sessions. Consultant must have an in-depth knowledge of issues and programs affecting the Village and have an outstanding record of accomplishment in representing local governments, particularly in the grant funding area.

Section II – Professional Services Required

The consultant 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 State 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.

Section III – General Terms and Conditions

This agreement is for a period of two (2) years, with the option to extend the contract for three (3) one-year terms. This agreement may be terminated by either party with at least a ninety (90) day notice. The following terms and conditions shall also apply:

1. The Village shall provide a monthly retainer in the total amount of \$3,500 for the above referenced services. The monthly retainer shall include all the fees, including consultant travel, postage, telephone, etc. Additional extraordinary expenses may be allowable on a pre-approved case by case basis. After the end of

- contract year one (1), compensation under this provision may be re-opened for negotiation based upon consultant performance.
2. The consultant shall report to the Village Manager, or assigned designee.
 3. The consultant shall be an independent consultant under this agreement.
 4. The consultant 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 consultant and procure same from other consultants.
 5. The consultant acknowledges that he/she has not been convicted of public entity crime or placed on the convicted vendor list.

Section IV. - Sovereign Immunity And Attorney's Fees.

1. The Village Manager does not waive sovereign immunity for any claim for 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 and costs.

Acknowledgement, Warranty and Acceptance:

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 Alexander,
Village Clerk

Ron E. Williams,
Village Manager

**RONALD L. BOOK, P.A.
and ROBERT M. LEVY**

Consultant

Date:

Eric A. Santa;

Village Attorney
Approved As to form

Witness:

Print Name:

Print Name: