

RESOLUTION NO. 03-24

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO STATE LEGISLATIVE SERVICES; AWARDING A CONTRACT FOR STATE LEGISLATIVE SERVICES TO THE JOINT VENTURE OF RONALD L. BOOK, P.A. AND ROBERT M. LEVY & ASSOCIATES IN THE AMOUNT OF \$6,000.00 PER MONTH FOR A TERM OF 6 MONTHS; DETERMINING IN ACCORDANCE WITH SECTION 3.10 (A) OF THE VILLAGE CHARTER THAT IT IS IMPRACTICABLE AND NOT ADVANTAGEOUS TO THE VILLAGE TO COMPETITIVELY BID THIS CONTRACT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2003 Session of the Florida Legislature convened on March 4, 2003;and

WHEREAS, the Village has submitted a number of Legislative Requests; and

WHEREAS, it is extremely important that the Village have State Legislative Services representation in order to enhance the possibility of receiving funding from the State; and

WHEREAS, the Joint Venture of Ronald L. Book, P.A. and Robert M. Levy and Associates has submitted a proposal for State Legislative Services; and

WHEREAS, Section 3.10 (A) of the Charter allows for the waiver of competitive bidding where it is impracticable and not advantageous to the Village.

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 finds, in accordance with Section 3.10 (A) of the Charter, that it is impracticable and not advantageous to the Village to solicit competitive proposals at this time.

Section 2. The Manager is authorized to enter into the attached contract with the Joint Venture of Ronald. L. Book, P.A. and Robert M. Levy & Associates for State Legislative Services for a six (6) month period at a fee of \$6,000.00 per month.

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

PASSED and ADOPTED this 6th day of March, 2003.

Attest: *Meighan Pier*
Meighan Pier
Village Clerk

Eugene P. Flinn, Jr.
Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

Earl G. Gallop
Earl G. Gallop,
Village Attorney



FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>AYE</u>
Council Member Paul Neidhart	<u>AYE</u>
Council Member John Breder	<u>AYE</u>
Vice-Mayor Linda Robinson	<u>AYE</u>
Mayor Eugene P. Flinn, Jr.	<u>AYE</u>

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Village of Palmetto Bay
State Legislative Services
March 2003

General Information

The Village of Palmetto Bay seeks to retain the services of a legislative consultant(s) for matters in which the Village may need professional services 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. The contract 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 in accordance with the terms and conditions of this Request for Proposals.

The contractor shall agree to be available at all times to be available 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, and at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members or state agencies.

The contractor shall maintain a year round presence in Tallahassee, Florida and also a staffed office presence during the legislative session. Contractor should be able to provide staff and office support to Village officials when traveling to Tallahassee. Contractor must have an in-depth knowledge of issues and programs affecting the Village and Miami-Dade County and have an outstanding record of accomplishment in representing local governments, particularly in the grant funding area.

Professional Services Required

The contractor 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 special or general legislation necessary for and supportive of the Village's legislative program.
6. Develop and evaluate strategy for the support, opposition or amendment of legislation rules etc., impacting the Village.
7. Testify and lobby before the 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 officials and 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.
12. The contractor may be requested on a very limited basis to provide support on County and Federal matters. It is understood that these areas are not the focus of the RFP.

General Terms and Conditions

1. The Village shall provide a monthly retainer for the above referenced services in the amount of \$6,000.00 per month for a period of six (6) months, commencing April 6, 2003. The monthly retainer shall include all fees, including contractor travel, postage, telephone, etc. Additional extraordinary expenses may be allowable on a pre-approved case by case basis.
2. The contractor shall report to the Village Manager, or assigned designee.
3. The contractor is an independent contractor under this Agreement.

4. The contractor 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 contractor and procure same from other contractors.

5. The contractor acknowledges that he/she has not been convicted of public entity crime or placed on the convicted vendor list.

6. The Village reserves the right to delete or modify the serves and scope of work under this contract at any time with or without cause. If such scope of work is reduced the payment to the contractor shall be reduced by a commensurate amount.

7. The contractor may not change the principal person(s) working on this contract without the express permission of the Village.

Acknowledgement, Warranty and Acceptance:

Contractor

Date

Contractor

Date