# CITY OF RIVIERA BEACH CITY COUNCIL
## AGENDA ITEM SUMMARY

**MEETING DATE:** December 16, 2009

**AGENDA ITEM SUMMARY NO.** N09-12-2-2

[ ] AWARDS / PRESENTATIONS / PETITIONS
[ ] CONSENT
[ ] PUBLIC HEARING
[ ] ORDINANCE ON SECOND READING
[ ] ORDINANCE ON FIRST HEARING

[ X ] REGULAR
[ X ] RESOLUTION
[ ] DISCUSSION & DELIBERATION
[ ] BOARD APPOINTMENT
[ ] WORKSHOP

**TITLE/SUBJECT:** Resolution authorizing the Mayor and City Clerk to execute an agreement for Professional Services between the City of Riviera Beach and Pittman Law Group P.L. to provide Lobbyist Representation at the State level on behalf of the City of Riviera Beach.

**RECOMMENDATION / MOTION:** City Council to approve the Resolution.

| | |
|---|---|
| • Assistant City Manager | Information Services |
| • City Attorney 12/9/09 | Library |
| • City Clerk 12/8/2009 | Marina |
| Community Development | Police |
| • Finance 12-9-09 | Public Works |
| Fire | Purchasing |
| Human Resources | Recreation & Parks |
| | Water & Sewer |

**APPROVED BY CITY MANAGER:** Ruth C. Jones **DATE:** 12-8-09

| | | |
|---|---|---|
| Originating Dept.<br>EXECUTIVE | Costs: $5,000 per month | City Council Actions:<br>[ ] Approved<br>[ ] Approved w/conditions<br>[ ] Denied_____<br>[ ] Tabled to_____<br>[ ] Referred to Staff_____ |
| User Dept.<br>THE CITY | Current FY: $45,000/fiscal year<br><br>Funding Source:<br>[ ] Capital Improvement<br>[ ] Operating<br>[ X] Other: | |
| Advertised:<br>Date:<br>Paper:<br>[ X ] Not Required<br><br>Affected Parties<br>[ ] Notified [ X ] Not Required | Budget Account Number:<br>001-0203-519-0-3106 | Attachments:<br>1. Fiscal Impact Analysis<br>2. Resolution<br>3. Agreement Between The City Of Riviera Beach and Pittman Law Group P.L.<br>4. Memorandum from Purchasing |

**SUMMARY:**

The City of Riviera Beach has solicited a request for qualifications (RFQ) from Professional Lobbyist firms to provide qualifications for representation of the City's policies, programs and other necessary services of specific legislative issues as determined by the City Council. The solicitation was publicly advertised in the Palm Beach Post and on the City's Internet Web Site. Additionally, five firms were individually solicited. The two (2) respondents to the advertisement included Pittman Law Group, P.L. and Pinsky Consulting Group.

On December 2, 2009, an evaluation committee convened to review and discuss the responses to the RFQ. The two (2) firms were evaluated and ranked based on the criteria established in the RFQ. Scores were tallied by the Purchasing Department and based upon a measure of average scores Pittman Law Group, P.L. scored as the top ranked firm [See attached memorandum and scoring matrix] to provide the services identified in the RFQ.

Accordingly, it is the consensus recommendation of the evaluation committee that the top ranked firm of Pittman Law Group, P.L. of Riviera Beach is recommended to the City Council to provide Lobbyist Representation at the State level on behalf of the City of Riviera Beach. Pittman Law Group P.L. has duly qualified experts in the field of grant programs; and economic development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government.

Item No. 15

**Pittman Law Group P.L.'s contract commences on January 1, 2010 through December 31, 2010. Compensation for services shall be $5,000 per month for a total of twelve (12) months. All travel or other business related expenses will be incurred only following the approval by the City Manager. Attached is the agreement and resolution for execution by the City Council to accomplish this action.**

**STAFF RECOMMENDATION: Staff recommends that the City Council approve this resolution.**

**EXHIBIT A-1**

## II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2009-10 | 2010-11 | 2011-12 | 2012-13 |
|---|---|---|---|---|
| Capital Expenditures | $ ____ | _____ | _____ | _____ |
| Operating Costs | $ 45,000 | $ 60,000 | $60,000 | _____ |
| External Revenues | $ _____ | _____ | _____ | _____ |
| Program Income (City) | _____ | _____ | _____ | _____ |
| In-Kind Match (City) | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | $ 45,000 | $ 60,000 | $60,000 | _____ |
| NO. ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | ____ | _____ _____ |

Is Item Included In Current Budget? Yes x No___
Budget Account No.: Fund _____ Org.____ Obj
Reporting Category: _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

001-0203-519-0-3106

C. Departmental Fiscal Review: _____

## III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

Finance Department 12-9-09 Purchasing and Grants

B. Other Department Review:

Department Director

**RESOLUTION NO._____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PITTMAN LAW GROUP P.L.TO PROVIDE LOBBYIST REPRESENTATION AT THE STATE LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION SHALL BE $5,000.00 PER MONTH FOR THE PERIOD JANUARY 1, 2010 THROUGH DECEMBER 31, 2010; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER $45,000 FROM ACCOUNT NO. 001-0203-519-0-3406 ORIGINALLY BUDGETED FOR MARKETING TO THE PROFESSIONAL SERVICES - OTHER, ACCOUNT NO. 001-0203-5190-3106 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Riviera Beach has solicited a request for qualifications from Professional Lobbyist firms to provide qualifications for representation of the City's policies, programs and other necessary services of specific legislative issues as determined by the City Council; and

**WHEREAS,** Pittman Law Group P.L. has duly qualified experts in the field of grant programs; and economic development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government; and

**WHEREAS,** in the judgment of the City Council, it is necessary and desirable to employ the services of Pittman Law Group P.L. to assist the City with public works, transportation, communications, water resources, housing, and state grant programs administered by the State government; and

**WHEREAS,** the terms of the contract is for twelve months commencing on January 1, 2010 to December 31, 2010.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:**

**Section 1.** That the Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Riviera Beach and Pittman Law Group P.L. to provide lobbyist representation at the state level on behalf of the City of Riviera Beach.

**Section 2.** That the Finance Director is authorized to transfer $45,000 from account number 001-0203-519-0-3406 originally budgeted for Marketing, leaving a balance of $45,000 to account number 001-0203-519-0-3106 and set up budget for same in the Professional Services - Other account number 001-0203-519-0-3106.

**Section 3.** That compensation shall be $5,000.00 per month for the period of January 1, 2010 through December 31, 2010, and the same is to be paid from the Professional Services - Other, Account No. 001-0203-5190-3106.

**Section 4.** This Resolution shall take effect immediately upon passage and adoption by the City Council.

**PASSED and ADOPTED this _____ day of _____, 2009.**

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]**

**APPROVED:**

_____
**THOMAS A. MASTERS**
**MAYOR**

_____
**DAWN S. PARDO**
**CHAIRPERSON**

**ATTEST:**

_____
**CARRIE E. WARD,**
**MASTER MUNICIPAL CLERK**
**CITY CLERK**

_____
**JUDY L. DAVIS**
**CHAIR PRO TEM**

_____
**BILLIE E. BROOKS**
**COUNCILPERSON**

_____
**TONYA DAVIS JOHNSON**
**COUNCILPERSON**

_____
**SHELBY L. LOWE**
**COUNCILPERSON**

**MOTIONED BY:** _____

**SECONDED BY:** _____

**D. PARDO** _____

**J. DAVIS** _____

**B. BROOKS** _____

**T. DAVIS JOHNSON** _____

**S. LOWE** _____

**REVIEWED AS TO LEGAL SUFFICIENCY**

Pamala H. Ryan

**PAMALA HANNA RYAN, CITY ATTORNEY**

12/9/09
**DATE**

12/9/09.

6. Providing the CITY with a written bi-weekly or as needed reports of activities and agrees to attend CITY meetings at any time upon the CITY'S request;
7. Assisting the CITY in developing the CITY's Legislative Agenda for Fiscal Years 2010, 2011 and 2012;
8. Drafting Legislative proposals for consideration by State Legislators;
9. Facilitating meetings with appropriate Legislator and/or Executive Officials to obtain support for CITY's Legislative Agenda and specific City projects;
10. Representing the CITY before the Legislature and its various committees on all legislation affecting CITY projects or issues that are of concern to the CITY. CONTRACTOR will monitor all such legislation introduced and provide customized reports, at least bi-weekly during the legislative session and as directed by CITY staff during the rest of the contract period, on legislation;
11. Identifying and lobbying for State funding sources for CITY;
12. Coordinating CITY testimony and position papers as well as providing direct testimony (as directed by CITY staff) that is in support and/or opposition to such legislation. In addition, CONTRACTOR will work with CITY staff and City Council to coordinate CITY support;
13. Monitoring the activities of executive agencies, with reference to CITY projects and issues. CONTRACTOR will notify the CITY of any upcoming administrative proposals related to CITY projects and issues on their legislative agenda; and
14. Maintaining reasonable contacts and working relationships with other organizations and groups interested in CITY projects and issues to determine their positions in support to CITY projects and issues, as well as coordinating efforts when in common with other local governments, Palm Beach County or others with a similar interest. CONTRACTOR involvement would include providing written monthly reports of such activities.

B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall be $5,000 per month or a total of $60,000 for twelve months' retainer. The monthly $5,000 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on January 1, 2010. All travel or other business related expenses will be incurred and reimbursed only following the approval by the City Manager.

C. **KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have Sean Pittman, Esq. principal of CONTRACTOR'S services and Ronald L. Book, P. A., in the performance of CONTRACTOR'S duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II – GENERAL PROVISIONS

A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

B. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent CONTRACTOR and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance bonus, or similar benefits CITY provides its employees.

C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES, AND MAKING PAYMENTS:** All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices and payments sent by mail should be addressed as follows:

CITY:
RUTH C. JONES
CITY MANAGER
600 WEST BLUE HERON BOULEVAD
RIVIERA BEACH, FL 33404
(561) 845-4010

CONTRACTOR:
SEAN PITTMAN, ESQ.
PITTMAN LAW GROUP, P.L.
2655 N. OCEAN DRIVE, SUITE 130
RIVIERA BEACH, FL 33404
(561) 845-7453

D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

E. **TERM OF AGREEMENT:** This Agreement shall become effective on January 1, 2010 and shall terminate on December 31, 2010 or upon 30 days' notice by either party with or without cause.

F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

G. **INDEMNIFICATION:** The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed this _____ day of _____, 2009.

ATTEST:

CITY OF RIVIERA BEACH

_____
Carrie E. Ward, MMC
City Clerk

_____
Thomas A. Masters
Mayor

REVIEWED FOR LEGAL SUFFICIENCY

_____
Pamala H. Ryan
City Attorney
City of Riviera Beach

DATE: _____

_____
Pittman Law Group P.L.

RCJ:dw
12/07/09

CITY OF RIVIERA BEACH P. O. BOX 10682 • RIVIERA BEACH, FLORIDA 33419

PURCHASING DEPARTMENT INTER—DEPARTMENTAL COMMUNICATION

# MEMORANDUM

**DATE:** December 4, 2009

**TO:** BENJAMIN GUY, PURCHASING DIRECTOR

**FROM:** PAMELA DALEY, SENIOR PROCUREMENT SPECIALIST

**RE:** RFP 236-09, STATE GOVERNMENT LIAISON

---

Request for qualifications were solicited from Professional Lobbyist firms to provide qualifications for legislative representation of the City's policies, programs and other necessary services of specific legislative issues as determined by the City Council. The solicitation was publicly advertised in the Palm Beach post and on the City's Internet Web Site.

Additionally, five (5) firms were individually solicited; two (2) firms responded. On December 2, 2009, an evaluation committee consisting of the Interim Assistant City Manager, Assistant Finance Director and Grant Coordinator convened to review and discuss the responses to the City's RFP for a State Government Liaison. Purchasing participated as the facilitator for the evaluation committee.

Consistent with the requirements of the solicitation, these firms were evaluated and ranked based on the criteria established in the City's RFQ which included the following considerations:

1. **Documented experience and demonstrated ability in lobbying, tracking, monitoring, analyzing and reviewing proposed legislation through the legislative process and experience in identifying, planning, coordinating and managing advocacy strategies that successfully promote policy.**

2. **Specific qualifications and expertise of staff to be assigned to Riviera Beach legislative objectives.**

3. **Inventory of successful advocacy efforts executed on behalf of local government agencies within the last three (3) years.**

4. **Participation level of Minority Business Project system.**

5. **Firm location.**

**EVALUATION COMMITTEE RECOMMENDATION: RFQ 236-09, STATE GOVERNMENT LIAISON**

After committee members had an opportunity to review each of the two (2) proposals received, the committee met to discuss the particulars of each of the written submittals received in response to the City's public solicitation. Committee members shared their observations and impressions of the written responses and scored each in accordance with their understanding of the evaluation criteria established in the City's public solicitation.

Scores were tallied by the Purchasing Department and based upon a measure of average scores Pittman Law Group, P.L. scored as the top ranked firm (please refer to attached scoring matrix) to provide the services identified in the City's RFQ.

Based on the average scores and the quality of the proposals submitted, the committee estimated oral presentations would not be beneficial to the evaluation process.

Accordingly, and consistent with the requirements of the solicitation it is the consensus recommendation of the evaluation committee that the top ranked firm of Pittman Law Group, P.L. of Riviera Beach, Florida be recommended to the City Council to provide State Government Liaison service.

Cc:
Ruth Jones, City Manager
Evaluation Committee Members
Purchasing File

## COMMITTEE MEMBERS

PAMELA DALEY
SENIOR PROCUREMENT SPECIALIST

TROY PERRY
INTERIM ASSISTANT CITY MANAGER

DAVID WRIGHT
GRANT COORDINATOR

KAREN HOSKINS
ASSISTANT FINANCE DIRECTOR

**EVALUATION RESULTS**
**RFP NO. 236-09**
**STATE GOVERNMENT LIAISON**

**SUBMITTING FIRMS**

| Evaluator | PITTMAN LAW GROUP, P.L. | PINSKY CONSULTING GROUP |
|---|---|---|

## RFP WRITTEN SUBMITTALS

| | | |
|---|---|---|
| # 1 | 78 | 45 |
| # 2 | 82 | 38 |
| #3 | 89 | 63 |
| Total | [redacted] | [redacted] |
| Average | 83.00 | 48.67 |

## ORAL PRESENTATION SCORES

| | PITTMAN LAW GROUP, P.L. | PINSKY CONSULTING GROUP |
|---|---|---|
| # 1 | 0 | 0 |
| # 2 | 0 | 0 |
| # 3 | 0 | 0 |
| Total | [redacted] | [redacted] |
| Average | 0.00 | 0.00 |
| FINAL SCORE Out of a total of 100 | 83.00 | 48.67 |

CITY OF RIVIERA BEACH P. O. BOX 10682 • RIVIERA BEACH, FLORIDA 33419

PURCHASING DEPARTMENT INTER—DEPARTMENTAL COMMUNICATION

# MEMORANDUM

**DATE:** December 4, 2009

**TO:** BENJAMIN GUY, PURCHASING DIRECTOR

**FROM:** PAMELA DALEY, SENIOR PROCUREMENT SPECIALIST

**RE:** RFP 236-09, STATE GOVERNMENT LIAISON

---

Request for qualifications were solicited from Professional Lobbyist firms to provide qualifications for legislative representation of the City's policies, programs and other necessary services of specific legislative issues as determined by the City Council. The solicitation was publicly advertised in the Palm Beach post and on the City's Internet Web Site.

Additionally, five (5) firms were individually solicited; two (2) firms responded. On December 2, 2009, an evaluation committee consisting of the Interim Assistant City Manager, Assistant Finance Director and Grant Coordinator convened to review and discuss the responses to the City's RFP for a State Government Liaison. Purchasing participated as the facilitator for the evaluation committee.

Consistent with the requirements of the solicitation, these firms were evaluated and ranked based on the criteria established in the City's RFQ which included the following considerations:

1. **Documented experience and demonstrated ability in lobbying, tracking, monitoring, analyzing and reviewing proposed legislation through the legislative process and experience in identifying, planning, coordinating and managing advocacy strategies that successfully promote policy.**

2. **Specific qualifications and expertise of staff to be assigned to Riviera Beach legislative objectives.**

3. **Inventory of successful advocacy efforts executed on behalf of local government agencies within the last three (3) years.**

4. **Participation level of Minority Business Project system.**

5. **Firm location.**

**EVALUATION COMMITTEE RECOMMENDATION: RFQ 236-09, STATE GOVERNMENT LIAISON**

After committee members had an opportunity to review each of the two (2) proposals received, the committee met to discuss the particulars of each of the written submittals received in response to the City's public solicitation. Committee members shared their observations and impressions of the written responses and scored each in accordance with their understanding of the evaluation criteria established in the City's public solicitation.

Scores were tallied by the Purchasing Department and based upon a measure of average scores Pittman Law Group, P.L. scored as the top ranked firm (please refer to attached scoring matrix) to provide the services identified in the City's RFQ.

Based on the average scores and the quality of the proposals submitted, the committee estimated oral presentations would not be beneficial to the evaluation process.

Accordingly, and consistent with the requirements of the solicitation it is the consensus recommendation of the evaluation committee that the top ranked firm of Pittman Law Group, P.L. of Riviera Beach, Florida be recommended to the City Council to provide State Government Liaison service.

Cc:
Ruth Jones, City Manager
Evaluation Committee Members
Purchasing File

## COMMITTEE MEMBERS

PAMELA DALEY
SENIOR PROCUREMENT SPECIALIST

TROY PERRY
INTERIM ASSISTANT CITY MANAGER

DAVID WRIGHT
GRANT COORDINATOR

KAREN HOSKINS
ASSISTANT FINANCE DIRECTOR

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND PITTMAN LAW GROUP P.L.**

**THIS AGREEMENT** entered into the ____ day of _____, 2009 by and between the City of Riviera Beach, hereinafter referred to as "CITY", and the firm of Pittman Law Group P.L., a Florida corporation, hereinafter referred to as "CONTRACTOR".

**WHEREAS,** CONTRACTOR has duly qualified experts in the field of grant programs; and economic development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government.

**WHEREAS,** in the judgment of the City Council, it is necessary and desirable to employ the services of CONTRACTOR to assist the CITY in the above referenced areas.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**PART I – SPECIFIC PROVISIONS**

**A. SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise, as requested, on transportation, communications, water resources, housing, public works, and Federal grant programs, including but not limited to:

1. Assisting in the development of strategies relating to the governmental agencies that regulate and fund transportation, communications, water resources, public works, and housing programs. CONTRACTOR will focus their efforts on obtaining funding for CITY priorities included in the CITY's State Work Plan developed by CONTRACTOR in conjunction with the CITY;
2. Securing appropriate authorizations and funding from the State Legislation and State agencies to implement the CITY's projects;
3. Maintaining direct and frequent contact with key State Senators and Representatives who may have an impact upon the CITY;
4. Advocating CITY interests during the State Legislative and regulatory process;
5. Lead and organizing successful local efforts to obtain funding and beneficial status for the CITY's projects;

**EVALUATION RESULTS**
**RFP NO. 236-09**
**STATE GOVERNMENT LIAISON**

**SUBMITTING FIRMS**

| Evaluator | PITTMAN LAW GROUP P.L. | PINSKY CONSULTING GROUP |
|---|---|---|

## RFP WRITTEN SUBMITTALS

| | | |
|---|---|---|
| # 1 | 78 | 45 |
| # 2 | 82 | 38 |
| #3 | 89 | 63 |
| Total | 249 | 146 |
| Average | 83.00 | 48.67 |

## ORAL PRESENTATION SCORES

| | PITTMAN LAW GROUP P.L. | PINSKY CONSULTING GROUP |
|---|---|---|
| # 1 | 0 | 0 |
| # 2 | 0 | 0 |
| # 3 | 0 | 0 |
| Total | 0 | 0 |
| Average | 0.00 | 0.00 |
| FINAL SCORE Out of a total of 100 | 83.00 | 48.67 |