



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Chris Wallace, 797-1050

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVID K. SIGERSON, JR. OF ERICKS CONSULTANTS, INC. FOR REPRESENTING THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES FOR FISCAL YEAR 2000.

REPORT IN BRIEF:

This resolution is necessary to approve a contract between the Town and David K. Sigerson, Jr. Mr. Sigerson has been working on various legislative projects including: legislation pertaining to the water and sewer surcharge, remedial local legislation regarding state revenue sharing, appropriations, and generally monitoring the Broward Delegation meetings on matters concerning annexation, specifically local bills that would affect the Ranches legislation.

PREVIOUS ACTIONS:

The Town Council has previously approved similar agreements by R-99-146 (4/21/99); R-97-302 (9/3/97); and R-97-073 (2/12/97).

CONCURRENCES:

not applicable

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost \$10,000

Account Name: Legislative Services/Miscellaneous Account

RECOMMENDATION(S):

Motion to approve the resolution.

Attachment(s):

Resolution

Contract Agreement

Letter From David Sigerson

Item No.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVID K. SIGERSON, JR. OF ERICKS CONSULTANTS, INC. FOR REPRESENTING THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES FOR FISCAL YEAR 2000.

WHEREAS, it is in the best interest of the Town of Davie to obtain a Legislative and Governmental consultant to represent the Town of Davie during the State Legislative Session and matters to be heard by the Broward Legislative Delegation including several projects and areas of interest to the Town that the firm of Ericks Consultants, Inc. can assist and monitor legislation that could effect the Town; and

WHEREAS, the attached agreement (attached hereto as Exhibit A) provides for consultant services during Fiscal Year 2000; and

WHEREAS, the expenditure of these funds for this representation will be expensed under the Legislative Services/Miscellaneous Account Number 001-0103-512-0506;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town of Davie does hereby approve the Agreement between the Town of Davie and David K. Sigerson, Jr. of Ericks Consultants, Inc. as attached in an amount not to exceed \$10,000.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2000

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000

ERICKS CONSULTANTS, INC.

David K. Sigerson, Jr.
General Counsel
&
Governmental Consultant

615 SW 4th Avenue
P.O. Lauderdale, Florida 33316

Office: (954) 703-5118
Fax: (954) 703-4917

December 30, 1999

Bob Middaugh, Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

Dear Mr. Middaugh:

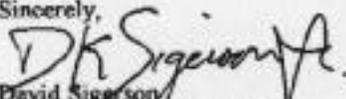
This memo serves as my request to renew our agreement and to continue serving the Town of Davie as its governmental consultant (updated contract attached). Based upon our conversations, the Council may wish to consider going to a monthly retainer type relationship as the Town's issues really require year-round representation. However, I am agreeable to a renewal of my existing contract, as I have been performing services on behalf of the Town under the terms of that agreement.

During this past year, I have worked on the utilities surcharge issue and monitored the Broward Legislative Delegation meetings regarding annexation issues and other local bill legislation. In addition, I worked with Senator Forman's office to secure state funds for tree replacement along the Orange Drive/Griffin Road Canal (unfortunately vetoed by Governor Bush). And finally, I drafted, caused to be filed and effected the passage of local legislation that restores state revenue-sharing dollars to the Town for the recent mobile home park annexations that occurred as of October 1, 1998.

Currently, at your direction, I have continued to work on the utilities surcharge issue, monitor Legislative and Broward Delegation meetings, report to you regarding any annexation issues that arise, and I continue to work with Senator Forman's office regarding the tree replacement funding issue.

I have enjoyed getting to know you and working with you and your staff, and as always, I have enjoyed representing the Town of Davie and working with the Mayor and the Council for the benefit of the residents of the Town. I look forward to continuing our successful relationship.

Sincerely,


David Sigerson
For Ericks Consultants, Inc.

CONTRACT AGREEMENT

THIS AGREEMENT, made as of this 19th day of January, 2000, by and between DAVID K. SIGERSON, JR. of ERICKS CONSULTANTS, INC. (hereinafter "CONSULTANT") and the TOWN OF DAVIE (hereinafter "the TOWN").

IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

1. CONSULTANT shall provide the TOWN with lobbying, consulting, and monitoring services before the Florida Legislature and the Broward County Legislative Delegation and each body's respective committees and subcommittees with respect to legislation involving annexation, state appropriations, and water and sewer surcharge issue, state agency representation as specifically assigned, and other matters as assigned by the Town Administrator or Town Council.
2. CONSULTANT shall provide the TOWN with such services for the 1999-2000 fiscal year including the 2000 Regular Legislative Session and any Special Legislative Sessions held during that Legislative Session cycle.
3. The TOWN shall pay CONSULTANT for such services up to \$10,000 for the period as stated herein to perform the services as described herein with such fees to be paid as follows: \$150.00 per hour.
4. Extraordinary expenses incurred by CONSULTANT must first be approved by the TOWN and shall be invoiced at the time of such expenses. Such expenses shall be limited to travel expenses incurred specifically on behalf of Town business.
5. INDEPENDENT CONTRACTOR: CONSULTANT is at all times and shall remain an Independent Contractor, solely responsible for the manner and method of completing its work under this Agreement.
6. LAWS AND REGULATIONS: CONSULTANT shall comply with all laws relative to its work under this Agreement.
7. ASSIGNMENT: Neither this agreement nor any duty, interest, or right hereunder shall be assigned by CONSULTANT without the prior approval of the TOWN.
8. All documents, correspondence, and communication between the TOWN and the CONSULTANT shall be deemed confidential, except to the extent covered by the Florida Public Records Law.
9. In the event that a dispute arises between the parties concerning this agreement, the laws of Florida shall apply and such disputes shall be brought in the appropriate court in Broward County, Florida.
10. This agreement may be renewed upon the agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

DAVID K. SIGERSON, JR.

TOWN OF DAVIE

BY: _____

David K. Sigerson, Jr.
for the firm
605 SW Fourth Avenue
Fort Lauderdale, Florida 33315

BY: _____

Harry Venis
Mayor
6591 Orange Drive
Davie, Florida 33314