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# VILLAGE OF KEY BISCAYNE

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## Office of the Village Manager

### *Village Council*

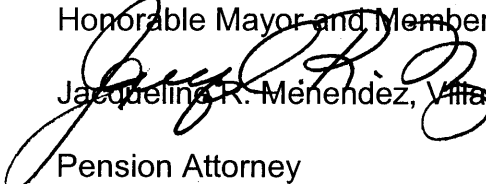
Robert Oldakowski, *Mayor*  
Robert L. Vernon, *Vice Mayor*  
Enrique Garcia  
Steve Liedman  
Jorge E. Mendia  
Thomas Thornton  
Patricia Weinman

January 4, 2006

### MEMORANDUM

### *Village Manager*

Jacqueline R. Menendez

TO: Honorable Mayor and Members of the Village Council  
FROM:  Jacqueline R. Menendez, Village Manager  
RE: Pension Attorney

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### RECOMMENDATION

It is recommended that the Village Council approve the Agreement between Klausner & Kaufman, PA and the Village for services relating to the Village's Police and Fire Retirement system.

### BACKGROUND

At the October 11, 2005 Council Meeting, the Village Manager was directed to retain a pension attorney for the Village. The firm will act as an advisor on matters relating to the Village's Police and Fire Retirement system. The firm of Klausner & Kaufman, PA specializes in the representation of retirement and benefits systems and related labor and employment relations matters. The law firm is among the most highly regarded in the country in the area of pension issues.

Funding for this agreement will be taken from the Village Attorney's line item. Fees will be billed at a rate of \$285.00 per hour.

**RESOLUTION NO. 2006-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND KLAUSNER AND KAUFMAN, ATTORNEYS AT LAW, CONCERNING PENSION ADVISORY SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council desires to obtain the professional services of Klausner and Kaufman, Attorneys at Law, concerning the provision of specialized advice to the Village on matters relating to the Village's Police and Fire Retirement System; and

**WHEREAS**, the Village Council finds that approval of the attached Professional Services Agreement between Consultant and the Village is in the best interest of the Village.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.     Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

**Section 2.     Agreement Approved.** That certain Village of Key Biscayne Agreement for Professional Services (the "Agreement"), in substantially the form attached hereto, is hereby approved, and the Village Manager and Village Clerk are authorized, in their respective capacities, to execute the Agreement on behalf of the Village, once approved by the Village Attorney as to form and legal sufficiency.

**Section 3.     Implementation.** That the Village Manager and Village Attorney are hereby authorized to take any necessary action to implement the Agreement and this Resolution.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR ROBERT OLDAKOWSKI

ATTEST:

\_\_\_\_\_  
CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
VILLAGE ATTORNEY

**VILLAGE OF KEY BISCAYNE  
AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into as of the 1st day of December, 2005, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and KLAUSNER AND KAUFMAN, ATTORNEYS AT LAW, (the "CONSULTANT").

**RECITALS:**

The VILLAGE wants to engage the CONSULTANT to perform certain professional services for the VILLAGE, consisting of advising the VILLAGE on matters relating to the VILLAGE's police and fire retirement system, as specifically described below (the "Specified Services"). The CONSULTANT wants to provide such Specified Services.

**In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:**

1. **SCOPE OF SERVICES**

A. The CONSULTANT agrees to provide the Specified Services upon written request from the Village Manager. CONSULTANT shall provide the Specified Services as an independent contractor for the VILLAGE.

B. The CONSULTANT shall work with the office of the Village Attorney so as to coordinate the provision of retirement system advice to the Village Manager

and to the Village Council, as requested. Further, it is understood by CONSULTANT that CONSULTANT is to provide advice to the VILLAGE and not to the Retirement Board, since the Retirement Board has its own independent legal counsel.

2. **FEES FOR SERVICES**

The CONSULTANT agrees to charge the VILLAGE for the Specified Services which are provided by CONSULTANT, in accordance with the legal fee schedule of \$285.00 per hour, plus reasonable and necessary costs as approved by the Village Manager. Fees and costs shall be invoiced each month by CONSULTANT. Billing statements shall reflect line item billing in tenths of hours.

3. **TERM**

The duration of the term of this Agreement shall commence on December 1, 2005 and shall be of an indefinite duration.

4. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT.

5. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a

bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

6. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon thirty (30) days written notice with or without cause and by the CONSULTANT upon thirty (30) days written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of Paragraph 2 above, for all acceptable work performed up to the date of termination.

7. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

8. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for Village hereunder.

9. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during

the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

10. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village: Jacqueline Menendez  
Village Manager  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, FL 33149

With a copy to: Stephen J. Helfman, Esq. and  
David M. Wolpin, Esq.  
Village Attorneys  
Weiss Serota Helfman Pastoriza  
Cole & Boniske, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133

Consultant: Klausner and Kaufman, Attorneys at Law  
10059 Northwest 1st Court  
Plantation, Florida 33324

11. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

KLAUSNER AND KAUFMAN  
Attorneys at Law  
10059 Northwest 1st Court  
Plantation, Florida 33324

By: \_\_\_\_\_  
Robert D. Klausner

VILLAGE:

VILLAGE OF KEY BISCAYNE  
88 West McIntyre Street  
Key Biscayne, FL 33149

By: \_\_\_\_\_  
Jacqueline Menendez,  
Village Manager

Attest: \_\_\_\_\_  
Village Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Village Attorney