



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE ~~2/27/07~~ <sup>3/6/07</sup>

**SUBJECT:** Legislative Support Contract

**DEPARTMENT:** CITY MANAGER

**RECOMMENDED MOTION:**

Authorization to employ Pittman Law Group, P.L. to track legislation on the City's behalf and to work in support of our legislative priorities including project funding. Contract not to exceed \$40,000 annually.

**SUMMARY:**

Staff has completed work on our Legislative Program for 2007. The attached agreement would be to support our efforts in Tallahassee.

**ATTACHMENTS:**  Ordinance  Resolution  Budget Resolution

Other  Support Documents/Contracts Available for Review in Manager's Office

<b>DEPARTMENT HEAD</b>	Signed	Date
<b>FINANCE DEPARTMENT</b>	Approved as to Budget Requirements	Date
<b>CITY ATTORNEY</b>	Approved as to Form and Legality	Date 2-26-07
<b>CITY MANAGER</b>	Approved Agenda Item For:	3/6/07

**COUNCIL ACTION:**  Approved as Recommended  Disapproved  Tabled Indefinitely  
 Continued to Date Certain  Approved with Modification:



PITTMAN LAW GROUP, P.L.  
ATTORNEYS AT LAW

CITY OF PORT ORANGE  
RECEIVED

FEB 15 2007

CITY MANAGER

January 26, 2007

Ken Parker, City Manager  
City of Port Orange  
City Hall Building  
1000 City Center Circle  
Port Orange, Florida 32129

*Original to Shirley Kelly*

Dear Mr. Manager:

It was great working with you and Bill Whitson during the 2006 legislative session. We take pride in representing the great City of Port Orange and look forward to this opportunity to continue working on your behalf in Tallahassee. We will always work aggressively and diligently to pursue all of the goals and priorities that you, your Commission, and your communities set for us to follow. Again, we will not let you down.

As Senior Partner of Pittman Law Group (PLG), I will be the attorney with primary responsibility for this matter. As your Capital City presence, it is our responsibility to perform all traditional Legal and Governmental Relations activities at the Legislative and Executive Branch levels. This includes working with staff in the Legislature and the Governor's Office, and/or any agencies of the Executive Branch; it requires us to keep the City informed on any developments and /or decisions that may have impact. It is our goal to help the city set priorities and to work to accomplish them. It is our responsibility to be available to the Mayor, the Manager, and the Commission, as may reasonably be requested.

In exchange for this representation, you agree to compensate our firm with an annual retainer of \$40,000. This retainer will be paid over a twelve month period, thus making payments of \$3,333.33 monthly. We agree to be responsible for all expenses, unless there is something extraordinary which would then require the City's prior approval. It is understood that this contract is cancelable with thirty days (30) notice, however, it cannot be cancelled during any year where a Legislative Session has been concluded

REPLY TO:

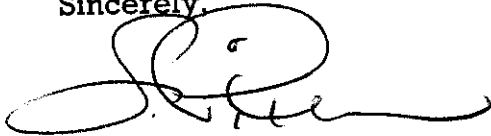
The Wilhelmina House - 528 E. Park Avenue - Tallahassee, Florida 32301 - 850.216.1002 / ph - 850.224.7477 / fax  
 4167 Afton Court - West Palm Beach, Florida 33409 - 561.712.1072 / ph - 561.471.3150 / fax

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and the fee is then considered fully earned. This must be the case as under Florida Law contingency fee arrangements are prohibited.

I want to again thank you for the confidence you have shown in us by retaining our services for another year. I look forward to many successes on your behalf. Please know that we will maintain every confidence you have placed with and in us. Assuming this letter meets our mutual understanding, please sign and return to my office at your earliest opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sean Pittman', written over a horizontal line.

SEAN PITTMAN

SP/kp

SIGNED:

\_\_\_\_\_  
Kenneth Parker, City Manager  
Contract term: January 1, 2007 -  
December 31, 2007