

RESOLUTION NO. 04-196

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE CONTRACT FOR LEGISLATIVE CONSULTING BETWEEN RODRIGUEZ-PINA AND ASSOCIATES, INC. AND THE TOWN OF MIAMI LAKES FOR LEGISLATIVE CONSULTING SERVICES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) entered into a contract with Rodriguez-Pina and Associates, Inc. (the “Lobbyist”) for legislative consulting and representation before the Florida Legislature on December 10th, 2002 (the “Contract”); and

WHEREAS, the Town first amended the Contract, to include representation before the Miami-Dade County Board of County Commissioners (the “County”), on September 9, 2003; and

WHEREAS, the Town Council desires to further amend the Contract to provide for lobbyist services before the County on general matters and in securing a Town postal code designation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Second Amendment. The Second Amendment to the Contract for Legislative Consulting between Rodriguez-Pina and Associates, Inc. and the Town of Miami Lakes for legislative consulting and representation services (the "Second Amendment"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Second Amendment.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Second Amendment.

Section 5. Execution of Second Amendment. The Mayor is authorized to execute the Second Amendment on behalf of the Town.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of January, 2004.

Motion to adopt by Collins, second by Simon.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>

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Councilmember Robert Meador Yes
Councilmember Michael Pizzi Yes
Councilmember Nancy Simon Yes
Councilmember Peter Thomson Yes

Wayne Slaton
Wayne Slaton
MAYOR

ATTEST:

Beatris M. Arguelles
Beatris M. Arguelles, CMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

W. Serota
Weiss, Serota, Helfman, Pastoriza, Guedes,
Cole & Boniske, P.A.
TOWN ATTORNEY

702001/Resolutions/Approving Second Amendment to Lobbyist Contract

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**SECOND AMENDMENT TO CONTRACT FOR LEGISLATIVE
BETWEEN RODRIGUEZ-PINA AND ASSOCIATES,
AND THE TOWN OF MIAMI LAKES**

As Amended

This Second Amendment to the Contract for Legislative Consultation between Rodriguez-Pina and Associates, Corp. and the Town of Miami Lakes (the "Second Amendment") is made and entered into this 13th day of January, 2004, by and between the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida (the "Town") and Rodriguez-Pina and Associates, Corp., a Florida corporation (the "Consultant").

WHEREAS, on December 10, 2002, the Town Council approved a contract whereby Consultant would provide lobbyist services in front of the Florida Legislature (the "Services") to the Town (the "Contract"); and

WHEREAS, on September 9, 2003, the Town Council approved the First Amendment to the Contract, authorizing the Consultant to additionally provide for representation before the Miami-Dade County Board of County Commissioners (the "County") on the Hialeah annexation issue; and

WHEREAS, the Town desires to further amend the Agreement to provide for lobbyist services before the County on general matters and securing a Town postal code designation; and

NOW THEREFORE, in consideration of the mutual covenants set forth in this Second Amendment, the parties agree as follows:

Section 1. Amendment to Section 1.2. The parties amend Section 1.2 of the Agreement to read as follows:

1.2. Specifically, Lobbyist shall provide the following services:

1.2.1 Assist the Town in developing a legislative program;

1.2.2 Monitor and report on all state programs of interest to the Town, especially any local government programs that could be helpful in planning and operating the Town;

- 1.2.3. Represent Town's interests before the Florida legislature and any executive branch body;
- 1.2.4. Monitor and track all legislation of interest to the Town;
- 1.2.5. Provide weekly reports during the legislative session and monthly reports during non-session months to the Town Manager and Town Attorney on all legislation being tracked. Such reports will be electronically transmitted or sent on disk to the Town Manager and Town Attorney;
- 1.2.6. Host Town officials during the legislative session in Tallahassee and arrange all appropriate meetings;
- 1.2.7. Attend staff meetings, workshops or council meetings in the Town at the Town Manager's request; and
- 1.2.8. Represent Town's interests before the Board of County Commissioners of Miami-Dade County ~~on the pending Hialeah Annexation application;~~
and
- 1.2.9. Assist the Town in its efforts to procure a postal code designation, as may be requested by Town Council.
- 1.2.10. Assist the Town in tracking and improving its floodplain insurance rating; and
- 1.2.11. As requested by the Town Manager, represent the Town's interests on matters pending before various federal agencies, committees or legislators.

Section 2. Amendment to Section 2. The parties amend Section 2 of the Agreement to read as follows:

2.1. For all professional services provided by Lobbyist hereunder as described in Section 1, the Town shall pay Lobbyist monthly compensation of ~~\$2,050.00~~ \$4,500.00 payable on or before the 1st day of each month for the term of this Agreement. The Town shall pay for any extraordinary travel expenses, or other extraordinary expenses of Lobbyist; provided however, the Lobbyist shall obtain approval from the Town Manager prior to incurring any such extraordinary expenses.

Section 3. No Further Modifications. All other terms and conditions of the Agreement not in conflict or superseded by this Second Amendment shall remain in full force and effect as if set forth in full herein.

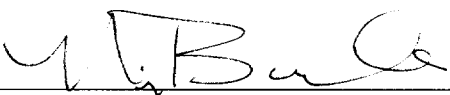
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Second Amendment upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

Rodriguez-Pina and Associates, Corp.
1250 SW 27th Avenue, Suite 404
Miami, Florida 33135

Rick Rodriguez-Pina
PRESIDENT

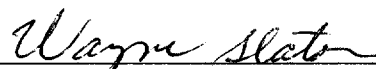
Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Guedes,
Cole & Boniske, P.A.
TOWN ATTORNEY


TOWN:

Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014



Wayne Slaton
MAYOR

Attest:



Beatris M. Arguelles, CMC
TOWN CLERK