

# GASTESI LOPEZ & MESTRE, PLLC

A Partnership of Professional Associations

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October 24, 2019

The Honorable Mayor and Members  
of the Town Council and Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

## **RE: RETAINER AGREEMENT**

Dear Mayor, Councilmembers and Town Manager:

We are pleased that you would like to expand the legal services to be provided by our firm to the Town of Miami Lakes commencing October 1, 2019, under our newly created law-firm, Gastesi, Lopez and Mestre, PLLC. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

### **Nature of Legal Services.**

You have engaged our firm to represent the Town of Miami Lakes as Town Attorneys. We agree to assign a full-time attorney to the Town in order to provide the following services:

- Review and/or draft all resolutions, ordinances prior to their consideration by the Council or Planning and Zoning Board.
- Review and/or draft all agreement prior to their execution by Town Staff.
- Review and provide legal support to procurement department on all requests.
- Review and provide legal support to the Planning and Zoning department; this includes

- review of all development, zoning and variance requests.
- Serve as Town Prosecutor of all Code Enforcement Violations.
- Assist Town Manager by providing legal counsel and legal assistance to Town Staff at his discretion.
- Work with Town Manager and Staff to streamline and standardize procurement process and agreements; Work with Town Manager and Human Resource to create sound policies and procedures; Provide Town Council with routine updates on legal matters.
- Monitor and defend all foreclosure litigation matters in which the Town is a party too.
- Attend Council and Mayoral briefings with the Manager; Continue ongoing work with Staff on:
  - o N.W. 59<sup>th</sup> Avenue Project;
  - o Zoning Overlay Projects;
  - o Protection of Miami-Lakes Brand;
  - o Other projects as directed by Town Manager or Town Council.
- At the direction of the Town Manager and Human Resource Direction, provide continual education and training to the Town Council Mayor, Manager, Staff and Town Committees; Assist all workshops, special call, council meetings.
- Provide an open-door policy.
- Serve at the pleasure of the Town Manager Mayor and Council.
- Occasionally meet with a Town resident to assist staff in resolving an issue (at the sole and absolute discretion of the Town Attorney).

#### **Fees for Services**

We have agreed to fixed fees for all legal services in the amount of \$16,666.67, per month, excluding litigation and special projects as assigned by the Town Council and/or Town Manager. It is our general understanding that the Firm will dedicate an average of forty (40) hours per week to this account (except for vacation days, holidays and sick days). Excluded services will be billed at the rate of \$200.00 per hour. Litigation matters that are within the firm's expertise and can be handled by the firm will continue to be billed at the rate of \$200.00 per hour.

#### **Costs**

In addition to the fees mentioned above, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town expenses, delivery charges, long distance telephone charges, photocopies, special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost transcript and Court Reporter's fee for attendance), court costs (such as filing fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in preparation and hearing of you case, investigation costs, or processing fees, computer charges, and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out of pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from you prior to undertaking the expenditures of funds on your behalf.

#### **Payment of Fees and Costs**

Our invoices will be submitted to you on a monthly basis and each invoice will be due and

payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes.

**Withdrawal of Representation.**

We reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

**Termination by the Town.**

This Agreement can be terminated by the Town without notice, by majority vote of the Town Council. This Agreement may be terminated by the Town Attorney upon 30 days written notice.

**Representation of Other Clients.**

We are bound by rules of legal ethics not to represent any client if representation of that client will be directly adverse to the interests of another client, unless each such client consents to such representation after consultation. Your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

**Fees for Other Services.**

Special Projects which are not within the firm's expertise, for example bonds, trademarks/intellectual property, forfeiture, public pension, and tax matters may still require outside counsel at the expense of the Town.

**Commencement of Representation**

If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us. This amendment is effective commencing October 1, 2019.

We appreciate your confidence in our Firm, and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very Truly Yours,

GASTESI, LOPEZ and MESTRE, PLLC

By: 

RAUL GASTESI, JR., ESQ.

AGREED AND ACCEPTED THIS 24<sup>th</sup> day of October, 2019

TOWN OF MIAMI LAKES

By: 

EDWARD PIDERMANN, MPA  
TOWN MANAGER