

**RESOLUTION NO. 19- 1587**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A MODIFICATION TO THE RETAINER AGREEMENT BETWEEN GASTESI AND ASSOCIATES, P.A. AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on November 12, 2013, the Town of Miami Lakes (the “Town”) Council passed Resolution No. 13-1157, authorizing the retention of the Law Firm Gastesi and Associates, P.A. as Town Attorneys and execution of a retainer agreement; and

**WHEREAS**, on January 15, 2019, the Town Council authorized the Town Mayor to negotiate on behalf of the Town a modification to the 2013 agreement with Gastesi and Associates, P.A. in order to assign an attorney (currently Lorenzo Cobiella, Esq.), to the Town of Miami Lakes to serve on a full-time basis; and

**WHEREAS**, the modification will allow the Town Attorneys office to provide a wider range of necessary services to the Town; and

**WHEREAS**, the Town Council believes that a modification to the existing Town Attorney Agreement is in the best interest of the Town.

**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 incorporated herein by this reference.

**Section 2. Approval of the Amended Retainer Agreement.** The Town Council hereby approves the amended retainer agreement with Gastesi and Associates, P.A., provided and attached hereto as Exhibit “A.”

**Section 3. Authorization of the Town Mayor and Town Attorney to Finalize and Execute Contract.** The Town Council authorizes the Town Mayor and Town Manager to take all necessary steps to finalize and execute an agreement attached hereto as Exhibit “A” with Gastesi and Associates, P.A. for Town Attorney services.

**Section 4. Authorization of Fund Expenditure.** The Town Council authorizes the expenditure of budgeted Town Funds to fulfill the terms of the agreement attached hereto as Exhibit “A.”

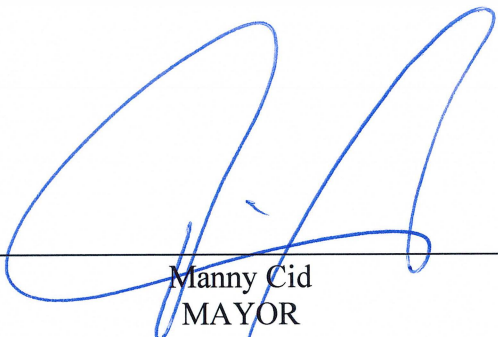
**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

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Passed and adopted this 29th day of January, 2019.

The foregoing resolution was offered by Mayor Cid who moved its adoption. The motion was seconded by Councilmember Collazo and upon being put to a vote, the vote was as follows:

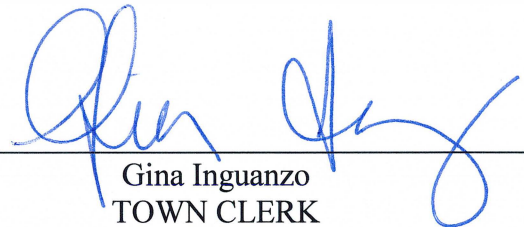
Mayor Manny Cid	yes
Vice Mayor Nelson Rodriguez	Absent
Councilmember Carlos O. Alvarez	yes
Councilmember Luis Collazo	yes
Councilmember Josh Dieguez	yes
Councilmember Jeffrey Rodriguez	yes
Councilmember Marilyn Ruano	yes



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Manny Cid  
MAYOR


Attest:



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Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:



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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# GASTESI & ASSOCIATES P.A.

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Email: [rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)  
Website: [www.gastesi.com](http://www.gastesi.com)

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January 31, 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, Council members, 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 February 1, 2019. 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 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 agreements prior to their execution by Town Staff;

- Review and provide legal support to procurement department on all RFP, RFQ requests;
- Review and provide legal support to the Planning and Zoning department; this includes review of all development, zoning, variance requests;
- Serve as Town Prosecutor of all Code Enforcement Violations;
- Assist Town Manager by providing legal counsel and provide 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;
- File an Answer and Monitor foreclosure litigation (any additional action in such matters is considered litigation);
- 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;
  - o Finalization of Trademarks;
- At the Town Manager's and Human Resource direction, provide continual education and training to Council, Mayor, Manager, Staff, Town Committees;
- Assist all workshops, special calls, council meetings.
- Provide 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 of \$14,583.33 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 40 hours per week to this account (except for vacation days, holidays and sick days). Excluded services would be billed at \$200.00 per hour. Litigation matters that are within the firm's expertise and can be handled by the firm would continue to be billed at the rate of \$200 per hour. An amount of an additional \$25,000.00 will be reconsidered in six (6) months.

### 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 your case, investigation costs, word 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 from 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.

#### **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, and tax matters may still require outside counsel.

**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 February 1, 2018.

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 & ASSOCIATES, P.A.

  
By: \_\_\_\_\_  
RAUL GASTESI, ESQ.

AGREED AND ACCEPTED on this 31st day of January 2019.

TOWN OF MIAMI LAKES

By:   
\_\_\_\_\_