

**RESOLUTION NO. 22-1871**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AGREEMENT FOR TOWN ATTORNEY SERVICES BETWEEN RAUL GASTESI, JR., OF THE GASTESI, LOPEZ AND MESTRE, PLLC, LAW FIRM 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**, Section 3.7 of the Town of Miami Lakes (the “Town”) Charter provides for the appointment of a Town attorney by a majority vote of the Town Council; and

**WHEREAS**, Raul Gastesi, Jr., Esq., has continuously served as Town Attorney for the Town since November 2013; and

**WHEREAS**, on September 13, 2022, the Town Council passed a motion electing increase the retainer paid to Gastesi, provide for an extension of Town Attorney services by Gastesi, and appointed Councilman Josh Dieguez to negotiate the terms of the agreement for consideration by the Town Council; and

**WHEREAS**, Councilman Josh Dieguez and Gastesi have agreed to the proposed terms of the agreement, in substantially the same form as attached hereto as Exhibit “A.”; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to authorize the Mayor and Town Manager to take appropriate measures to execute an agreement with Gastesi for Town Attorney services.

**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 Contracts.** The Town Council hereby approves the contract for Town Attorney services with the Gastesi, Lopez and Mestre, PLLC law firm, provided and attached hereto as Exhibit “A.”

**Section 3. Authorization of the Town Mayor or Vice Mayor and Town Attorney to Finalize and Execute Contract.** The Town Council authorizes the Town Mayor or Town Vice Mayor, and Town Manager to take all necessary steps to finalize and execute an agreement attached hereto as Exhibit “A” with the Gastesi, Lopez Mestre, PLLC law firm.

**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.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 1<sup>st</sup> day of November, 2022.

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


Mayor Manny Cid	Yes
Vice Mayor Jeffrey Rodriguez	Yes
Councilmember Carlos O. Alvarez	Yes
Councilmember Luis E. Collazo	Yes
Councilmember Josh Dieguez	No
Councilmember Tony Fernandez	Yes
Councilmember Marilyn Ruano	No



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Manny Cid  
MAYOR

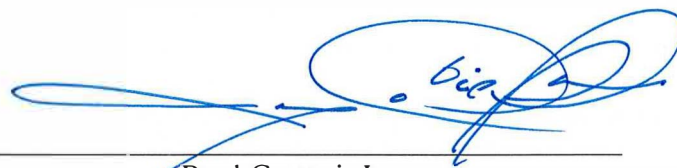
Attest:



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Gina M. Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:



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Raul Gastesi, Jr.  
Gastesi, Lopez and Mestre, PLLC .  
TOWN ATTORNEY

# **EXHIBIT A**

**AMENDMENT TO AGREEMENT FOR LEGAL SERVICES**

This agreement is entered into this <sup>31<sup>st</sup></sup> day of November, 2022, by and between the Town of Miami Lakes, a Florida Municipal Corporation, located at 6601 Main Street, Miami Lakes, Florida 33014 (the “Town”), and the Gastesi, Lopez & Mestre, PLLC, law firm, located at 8105 N.W. 155<sup>th</sup> Street, Miami Lakes, Florida 33016 (the “Firm”). This Agreement is for legal services and shall be guided by the provisions set forth and agreed to by the Town and Firm.

**WHEREAS**, Article III, Section 3.7 of the Town Charter establishes the Chartered Office of the Town Attorney; and

**WHEREAS**, the Town Attorney is appointed by and serves at the will and pleasure of the Town Mayor and Council; and

**WHEREAS**, the Firm has continuously served the Town, as Town Attorney, since November 12, 2013 to present date; and

**WHEREAS**, the Town wishes to continue its non-exclusive relationship with the Firm as its existing outside counsel; and

**WHEREAS**, by Resolution, on January 23, 2019, the Town and Firm amended its agreement in order to augment the services provided by the Firm (the “Prior Agreement”); and

**WHEREAS**, the Town and the Firm desire to modify the Prior Agreement as hereinafter set forth. **NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Nature of Legal Services.**

The Firm shall render all legal services that are required by the Town’s Charter and Code of Ordinances, including but not limited to the following:

- a. Assign at least one full-time attorney to the Town in order to provide the following services:
  - i. Review or draft all resolutions and ordinances prior to their consideration by the Town Council or its Planning and Zoning Board;
  - ii. Review or draft all contracts or other agreements between the Town and third parties;
  - iii. Assist the Town Planner with his or her review of any and all land-development applications by third parties; including, but not limited to site-plan review, variance and rezoning applications, and amendments to the Town’s comprehensive development master plan;

- iv. Provide legal advice and representation to all departments and related employees;
- v. Participate in monthly agenda briefings for Town Councilmembers and the Mayor if requested by a Councilmember or the Mayor;
- vi. Serve as Town Prosecutor for all Code Enforcement violations;
- vii. Monitor, prosecute, and defend litigation matters in which the Town is a party;
- viii. Provide continual education and training to the Town Council, Manager, and Staff on State and local laws and rules; including but not limited to Florida's Open Records and Open Meetings Laws aka "Sunshine Law";
- ix. Provide support to all Town advisory boards and committees, as needed; and
- x. Provide legal advice to the Town Council at all workshops, special call, and regular council meetings.

b. In the event that a legal matter is covered by insurance defense counsel or is outside the scope of the Firm's scope of representation, the Firm will supervise and monitor the progress of each matter handled by said insurance defense counsel and report back to the Town Council the status of each matter as necessary or when requested by the Mayor or a Councilmember.

2. **Fees for Services:**

- a. **Legal Services:** With the exception of Special Projects and Litigation as defined below, the Firm will be paid a fixed fee of \$20,000.00 per month. It is expected that the Firm will dedicate no less than an average of forty (40) hours per week to the Town, excluding days when the attorneys assigned by the Firm are on vacation, Town Hall is closed due to a holiday, or an assigned attorney is sick. Both the Firm and Town acknowledge and agree the Firm is only entitled to the compensation set forth in this agreement.
- b. **Special Projects and Litigation:** Special Projects and Litigation matters handled by the Firm shall be charged separately at a reduced rate of \$200.00 an hour. Special Projects shall mean any task assigned to the Firm by the Town Council that is not a function or service delineated in the Miami Lakes Town Charter, the Town's Code of Ordinances, or in this agreement. Litigation shall mean a legal matter that is or may be filed in state or federal court or with a local, state, or federal agency in which the Town is a named plaintiff, defendant, cross party, petitioner, or respondent. Additionally, The Firm anticipates certain expenses may be incurred and advanced on the Town's behalf. These expenses may include recording fees, travel expenses related to its legal obligations, courier fees, long distance telephone charges, photocopies, special postage (express mail, certified mail, and the like), computer legal research charges, court reporter expenses (including cost transcript and Court Reporter's fee for attendance), court

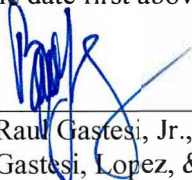
costs (such as filing fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in preparation and hearing of your case, investigation costs, or processing fees, computer charges, and applicable lobbyist registration fees. The Town agrees to pay the Firm for the aforementioned expenditures upon request and upon providing appropriate documentation to the Town. In the event unusually large costs or advances are anticipated, the Firm reserves the right to require an additional cost deposit from the Town prior to undertaking the expenditures of funds on its behalf. Payment of the additional cost deposit is subject to approval of the Town Council.

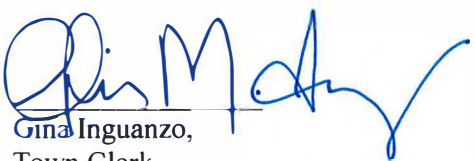
- c. Fees for Other Services: Legal matters which are not within the firm's expertise, for example bonds, trademarks/intellectual property, forfeiture, public pension, and tax matters may still require outside counsel and such specialized representation shall not be included in the services to be provided by the Town Attorney and shall be at Town's sole expense.
  - d. Annual Review. The Town Council shall evaluate the performance of the Firm at least once annually within 30 days of this agreement's anniversary date. The evaluation shall be based upon the Firm's performance of the duties specified in Section 1 of this agreement. The Town Council, in consultation with the Firm, shall develop criteria for making their annual evaluation.
3. **Term of Agreement and Termination.** The effective date of this agreement shall be the same date as the resolution effectuating this agreement and shall continue without interruption for sixty (60) months thereafter. Either party may terminate and cancel this agreement upon giving sixty (60) days of notice to the other party. The purpose of this period of time shall be to return documents to the Town, as further explained below, for the legal needs of the Town to continue to be met according to the terms and conditions herein while the Town seeks new counsel, and for the Firm to withdraw from all litigation related to the Town in which it is the counsel of record. The sixty (60) days of notice shall commence to run, for a termination by the Town, as of the end of the month when written notice is received by the Firm. The Firm shall be entitled to receive compensation through and including the last day of the sixty (60) day termination period. In the event of a termination, all documents, files, notes, memoranda, pleadings, exhibits, project data, reports evidence and any other documents relating to any of the services provided by the Firm to

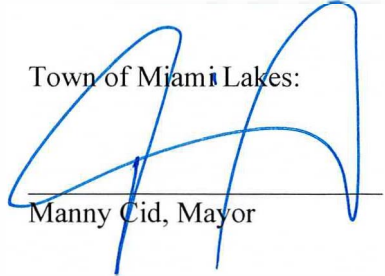
the Town shall be delivered to the Town Clerk as soon as practicable, but not later than sixty (60) days upon receipt of the termination notice. In the event the Town Clerk learns there is missing documentation, the Town Clerk must provide written notice to the Firm upon which receiving shall, if in the Firm's possession, hand over the requested document.

- 4. **Termination for Cause.** The Town may terminate this agreement without notice for acts of the Firm that are grossly negligent, illegal, or in contravention of a directive of the Town Council and do not violate the Florida Bar Association's rules of ethics and professionalism, as amended from time to time, or for willful misconduct by the Firm.
- 5. **Satellite Office.** The Firm shall be granted the use of one (1) office space at Town Hall for use by one (1) attorney who is assigned on a full-time basis to provide the services to the Town called for in the Town of Miami Lakes Charter and this agreement. However, this office arrangement shall automatically terminate upon the first to occur: (1) the currently assigned Deputy Town Attorney leaves the Firm; or (2) is assigned to serve as the primary town attorney
- 6. **Relationship of Parties.** The Firm is an independent contractor of and not an employee of the Town. Other than the compensation and other reimbursement provisions herein, the Town will not provide other financial benefits such as worker's compensation, health insurance benefits, paid vacation, fringe benefits, or other similar benefits. The Firm will be free to perform the services called for in this agreement in the manner it finds necessary, in its sole discretion, including but not limited to its work hours and tactics.

**IN WITNESS WHEREOF**, the parties hereto have hereinafter put their hand and seals on or before the date first above written.

By:   
 Raul Gastesi, Jr., Esq.  
 Gastesi, Lopez, & Mestre, PLLC

Attested:   
 Gina Inguanzo,  
 Town Clerk

Town of Miami Lakes:  
  
 Manny Cid, Mayor