

RESOLUTION NO. 05-289

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SELECTION OF RICK RODRIGUEZ-PINA AND ASSOCIATES, INC. FOR LOBBYIST SERVICES; APPROVING THE AGREEMENTT 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 AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") issued a Request for Letters of Intent for lobbyist services on February 14, 2005; and

WHEREAS, on February 28, 2005, the Town received three (3) submittals from lobbyist firms; and

WHEREAS, the Town Manager has reviewed the submittals and recommends the selection of Rick Rodriguez-Piña and Associates, Inc. ("Rodriguez-Piña") to continue as the Town's lobbyist; and

WHEREAS, the Town Council finds that the selection of Rodriguez-Piña and approval of the Agreement for Lobbyist Services 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 are incorporated herein by this reference.

Section 2. Approval of Rodriguez-Piña. Rick Rodriguez-Piña and Associates, Inc. is selected and approved to serve as the Town's lobbyist.

Section 3. Approval of Amendment. The Agreement for Legislative Consulting between Rick Rodriguez-Piña and Associates, Inc. and the Town of Miami Lakes for legislative consulting and representation services (the "Agreement"), 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 4. 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 Agreement.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. Execution of Contract. The Mayor is authorized to execute the Agreement on behalf of the Town.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8 day of March, 2005.

Motion to adopt by Simon, second by Vice Mayor Alonso.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton
Vice Mayor Roberto Alonso
Councilmember Mary Collins

Yes
Yes
Yes

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

Yes
Yes
Yes
Yes

Wayne Slaton
Wayne Slaton
MAYOR

ATTEST:

Debra Costner
TOWN CLERK

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

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

702001/Resolutions/Approving Lobbyist Contract 2005

AGREEMENT FOR LEGISLATIVE CONSULTING

THIS AGREEMENT is made and entered into this 8th day March, 2005
by and between the Town of Miami Lakes, a Florida Municipal Corporation (the "Town") and
Rick Rodriguez Piña and Associates, Inc., a Florida Corporation ("Lobbyist").

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

1.1. Lobbyist agrees to provide consulting and representative services for Town
before the Federal Government, Florida Legislature, the executive branch of Florida
Government, and various regional and local governments.

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 Federal Government, Florida
legislature, the executive branch of Florida Government, the Miami-
Dade County legislative and executive bodies that could be of benefit to
the Town's interests.

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.

1.2.8. Assist the Town in tracking and improving its floodplain insurance rating.

1.2.9 As requested by the Town Manager, represent the Town's interests on matters pending before various federal agencies, committees or legislators.

2. COMPENSATION

2.1. For all professional services provided by Lobbyist hereunder as described in Section 1, the Town shall pay Lobbyist monthly compensation of \$5,000 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.

2.2 On each anniversary date, Lobbyist shall receive a cost of living increase in compensation equal to the percentage increase in the Consumer Price Index for the Miami Area, all categories, or four percent (4%), whichever is less.

3. TERM

3.1. This Agreement shall be effective on March 14, 2005 and shall be for an initial term of three (3) years. The Town Manager is authorized to extend the term of this Agreement upon the same terms and conditions contained herein for up to two (2) additional terms of one (1) year each.

4. TERMINATION

4.1. Notwithstanding Section 3 above, the Town may terminate this Agreement at any time upon thirty (30) days advance written notice to the Lobbyist. In the event of such termination, the Town shall be obligated only for the pro-rated monthly compensation incurred up to and including the termination date.

4.2. Notwithstanding Section 3 above, Lobbyist may terminate this Agreement at any time by giving Town written notice at least sixty (60) days prior to the effective date of termination set forth in the written notice. In the event of such termination, the Town shall be obligated only for the pro-rated monthly compensation incurred up to and including the termination date.

4.3 Notwithstanding Section 3 above, either party may terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure same within ten (10) days after written notice from the non-breaching party. In the event of such a termination by either party, the Town shall pay Lobbyist only the pro-rated monthly compensation incurred prior to the termination date.

5. CONFLICT OF INTEREST

5.1. Lobbyist shall not be prohibited from representing or providing the like services to other persons and entities other than the Town, so long as Lobbyist shall avoid any

representation or relation which creates an adversarial conflict of interest, as first determined by the Town Attorney and Town Council in their reasonable opinion.

6. SERVICES NOT ASSIGNABLE

6.1. Although this Agreement is with the Lobbyist, the parties understand that the services of Rick Rodriguez Piña are personal in nature and that Mr. Rodriguez Piña shall be designated by Lobbyist to perform services under this Agreement. In the event that Mr. Rodriguez Piña can no longer perform services for Lobbyist under this Agreement, this Agreement shall automatically terminate. This Agreement shall not be subject to assignment by Lobbyist without written permission of the Town Manager.

7. COST AND ATTORNEY'S FEES

7.1. If either the Town or the Lobbyist is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, included but not limited to, costs and reasonable attorneys' fees.

8. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that, in the performance of services under this Agreement, Lobbyist shall, at all times, act as independent contractor with respect to the Town. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a partnership relationship, a joint venture relationship or any other type of relationship other than as set forth herein.

9. GOOD FAITH

Each party hereto agrees to act in good faith with respect to the other party or parties exercising its rights and discharging its obligations under this Agreement. Each party further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable and necessary in order to effectuate the intent of this Agreement. Each party agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

10. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

11. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to the Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

12. AMENDMENTS

No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

13. WAIVER OF JURY TRIAL

Both Town and the Lobbyist knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition to this Agreement.

14. NOTICE

Any notice required by this Agreement shall be hand delivered or sent by certified mail

addressed to:

FOR TOWN

Alex Rey, Town Manager
Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014

With a copy to:

Nina Boniske, Town Attorney
Weiss Serota Helfman Pastoriza Guedes Cole & Boniske, P.A.
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133

FOR LOBBYIST

Rick Rodriguez Piña
Rodriguez Piña & Associates, Inc.
300 Aragon Avenue
Suite 360
Miami, Florida 33134

With a copy to:

Joseph R. Gomez, Esquire
Boies, Schiller & Flexner LLP
100 S.E. 2nd Street, Suite 2800
Miami, Florida 33131

15. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have

been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

16. INDEMNIFICATION

Lobbyist shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Lobbyist's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between Lobbyist and third parties made pursuant to this Agreement. Lobbyist shall reimburse the Town for its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of or related to such claim. Notwithstanding anything to the contrary contained herein, Lobbyist's indemnification obligation shall be limited to the amount of compensation received from the Town under this Agreement.

17. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

17.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

17.2 No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

18. INDEPENDENT CONTRACTOR

18.1 Lobbyist is and shall remain an independent contractor and is not an employee or agent of the Town. Services provided by Lobbyist shall be by employees of Lobbyist working under the supervision and direction of Lobbyist and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Town. Lobbyist agrees that it is a separate and independent enterprise from the Town.

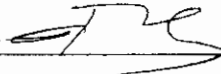
18.2 Lobbyist shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Lobbyist. This Agreement shall not be construed as creating any joint employment relationship between Lobbyist and the Town, and the Town will not be liable for any obligation incurred by Lobbyist including, but not limited to, unpaid minimum wages and/or overtime payments.

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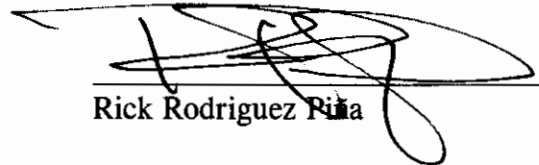
IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSED:

LOBBYIST




BY:



Rick Rodriguez Pina

TOWN OF MIAMI LAKES

BY:



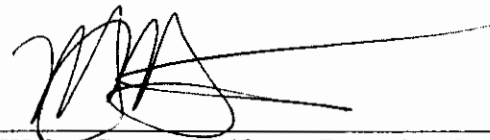
Wayne Slaton
MAYOR

ATTEST:



TOWN CLERK

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