

RESOLUTION NO. 08- 640

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

WHEREAS, the Town of Miami Lakes (the "Town") issued a Request for Proposals for lobbyist services on November 14, 2007; and

WHEREAS, on December 12, 2007, the Town received five (5) proposals from lobbyist firms; and

WHEREAS, the Town Council finds that the selection of Rodriguez Pina & Associates, Inc. ("Rodriguez") to serve as the Town's lobbyist 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.**    Rodriguez Pina & Associates, Inc. is selected and approved to serve as the Town's lobbyist.

**Section 3. Approval of Agreement.** The Agreement for Legislative Consulting between Rodriguez Piña & 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.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section 6. Execution of the Agreement.** The Town Manager is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

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

PASSED AND ADOPTED this 12 day of February, 2008.

Motion to adopt by Richard Pulido, second by Nancy Simon.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Nancy Simon	<u>yes</u>
Councilmember Roberto Alonso	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Robert Meador	<u>no</u>
Councilmember Michael Pizzi	<u>no</u>
Councilmember Richard Pulido	<u>yes</u>

Wayne Slaton  
Wayne Slaton  
MAYOR

ATTEST:

Debra Eastman  
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

WHS  
TOWN ATTORNEY  
Weiss, Serota, Helfman, Pastoriza,  
Cole & Boniske, P.L.

## AGREEMENT FOR LEGISLATIVE CONSULTING

THIS AGREEMENT is made and entered into this 1st day of April 2008 by and between the Town of Miami Lakes, a Florida Municipal Corporation (the "Town") and Rodriguez Pina & Associates Corp., 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

2.3 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<sup>th</sup>, 2008 and shall be for an initial term of one (1) year. The Town Manager is authorized to extend the term of this Agreement upon the same terms and conditions contained herein for up to one (1) additional terms of one (1) year.

**4. TERMINATION**

4.1. Notwithstanding Section 3 above, the Town Manager 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

**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.

With a copy to:

Joseph R. Gomez, Esquire  
Boies, Schiller & Flexner LLP  
100 S.E. 2<sup>nd</sup> 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**

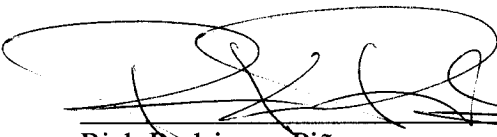
Lobbyist shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Lobbyist's performance or non-performance 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.

19. ASSIGNMENT

This Agreement shall not be assignable by Lobbyist without the prior approval of the Town Manager, at the Town Manager's sole discretion.

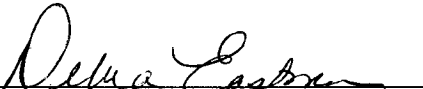
IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

LOBBYIST:

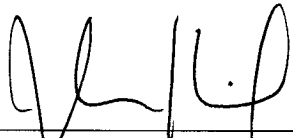
  
Rick Rodriguez Piña

TOWN OF MIAMI LAKES

By:   
Alex Rey, Town Manager

ATTEST:   
Debra Eastman, MMC  
TOWN CLERK

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

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