

RESOLUTION NO. 09-~~709~~⁷⁰⁹

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L. AS TOWN ATTORNEY; APPROVING A RETAINER AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RETAINER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") finds that it is both necessary and appropriate to retain a Town Attorney; and

WHEREAS, the Mayor has nominated and the Town Council has approved the selection of the law firm of Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. to serve as Town Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Firm Selection. The law firm of Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. ("WSH") is approved as Town Attorney.

Section 3. Approval of the Retainer Agreement. The Retainer Agreement between WSH and the Town of Miami Lakes to perform legal services as described therein, (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/or his or her designee and the Town Attorney are authorized to take all actions 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 Retainer 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.

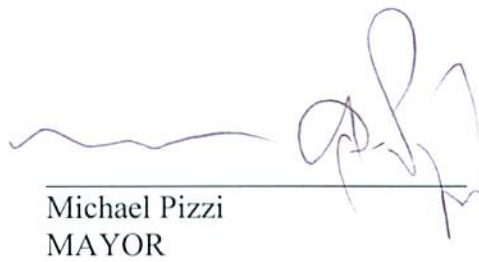
Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of November, 2009.

Motion to adopt by Councilwoman Simon, second by Councilwoman Collins

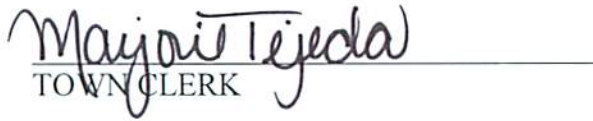
FINAL VOTE AT ADOPTION

| | |
|-----------------------------|------------|
| Mayor Michael Pizzi | <u>yes</u> |
| Vice Mayor Richard Pulido | <u>yes</u> |
| Councilmember Mary Collins | <u>yes</u> |
| Councilmember George Lopez | <u>yes</u> |
| Councilmember Robert Meador | <u>yes</u> |
| Councilmember Nick Perdomo | <u>yes</u> |
| Councilmember Nancy Simon | <u>yes</u> |



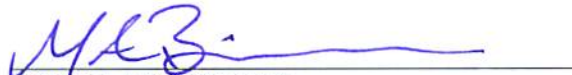
Michael Pizzi
MAYOR

ATTEST:



Majori Tejada
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



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

EXHIBIT A

November 4, 2009

The Honorable Mayor and Members
of the Town Council and Frank Bocanegra, Town Manager
Town of Miami Lakes
15271 NW 60th Avenue
Suite 302
Miami Lakes, FL 33014

Re: Retainer Agreement

Dear Mayor, Councilmembers, and Mr. Bocanegra:

We are pleased that you wish to engage our Firm to perform legal services for the Town of Miami Lakes. 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.

1. Nature of Legal Services. You have engaged us to represent the Town of Miami Lakes as Town Attorneys.

The Honorable Mayor and Members of the Town Council and
Frank Bocanegra, Town Manager
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2. Fees for Services. We have agreed to fixed fees for all legal services of \$22,500 per month, excluding litigation, stormwater, cost recovery, and special projects. Excluded services would be billed at \$198 per hour.¹

You have separately budgeted for a code rewrite, and such work, if assigned, shall be billed separately.

These rates shall be in effect for one year from the date you countersign this retainer agreement.

3. Costs. In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town, town-directed travel expenses, delivery charges, long distance telephone charges, photocopies (xerox), special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees and other fees customarily associated with real estate transactions, fees and expenses of experts necessary to assist in the 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.

4. 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.

5. 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.

¹ Litigation is defined as legal services related to adversarial proceedings before courts, arbitrators, mediators or administrative tribunals. Special projects are non-recurring major undertakings beyond the scope of standard regular legal services, including, but not limited to major capital projects, boundary changes or major comprehensive plan amendments.

**The Honorable Mayor and Members of the Town Council and
Frank Bocanegra, Town Manager**

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6. Termination by the Town. This agreement can be terminated by the Town on 60 days notice by majority vote of the Town Council.

7. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, 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."

8. Fees for Other Services. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

9. 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.

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,

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.

By: _____
MITCHELL A. BIERMAN

AGREED AND ACCEPTED on _____, 2009.

TOWN OF MIAMI LAKES

By: _____
FRANK BOCANEGRA
Town Manager

MAB/ms