

RESOLUTION NO. 12-1008

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA TO APPROVE CONTRACT WITH GREENSPOON MARDER PA AS TOWN ATTORNEYS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Joseph S. Geller, Esq., and Greenspoon Marder, P.A. were nominated as Town Attorneys for the Town of Miami Lakes by Mayor Michael Pizzi and approved by a vote of the Town Council; and

WHEREAS, the Town desires to enter into a contract with the Town Attorneys.

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 are incorporated herein by this reference.

Section 2. Approval of Contract. The Town Council hereby approves the retainer agreement with Joseph S. Geller, Esq., and Greenspoon Marder, P.A. in the form attached hereto as Exhibit "A".

Section 3. Authorization of Town Officials. The Town Manager is authorized to take all steps necessary to implement the terms and conditions of the contract with Joseph S. Geller and Greenspoon Marder, PA.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the contract.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Retainer Agreement with Joseph S. Geller and Greenspoon Marder, PA in the form attached hereto as Exhibit "A".


Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10 day of July, 2012.

Motion to adopt by Mayor Pizzi, second by Councilmember Collins.

FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	<u>yes</u>
Vice Mayor Ceasar Mestre	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Tim Daubert	<u>absent</u>
Councilmember Nelson Hernandez	<u>yes</u>
Councilmember Nick Perdomo	<u>yes</u>
Councilmember Richard Pulido	<u>yes</u>

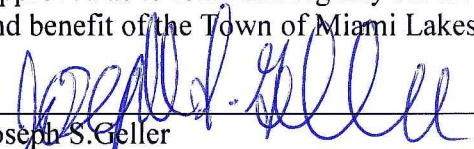


Michael Pizzi
MAYOR

ATTEST: 

Marjorie Tejeda
TOWN CLERK

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



Joseph S. Geller
Greenspoon Marder PA
TOWN ATTORNEY



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July 2, 2012

The Honorable Mayor and Members
of the Town Council and Town Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, FL 33016

RE: Retainer Agreement

Dear Mayor, Councilmembers, and Town Manager:

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.
2. Fees for Services. We have agreed to fixed fees for all legal services of \$18,500 per month, excluding litigation and special projects as assigned by Mayor, Town Council and Town Manager, which shall be done in writing, when required by the Town. Excluded services would be billed at \$198 per hour.

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 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 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 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.
6. Termination by the Town. This agreement can be terminated by the Town on 30 day 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 matter 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. The contract is effective immediately.

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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.

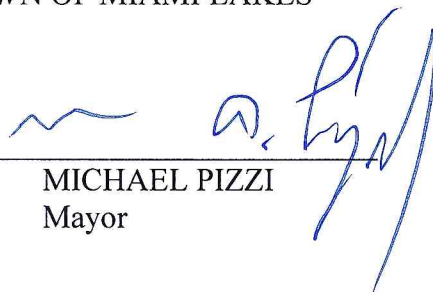
Very truly yours,

GREENSPOON MARDER, P.A.

By: 
JOSEPH S. GELLER

AGREED AND ACCEPTED on this 20 of July, 2012.

TOWN OF MIAMI LAKES

By: 
MICHAEL PIZZI
Mayor