

RESOLUTION No. 2009-128-1073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN AGREEMENT ATTACHED HERETO AS EXHIBIT "A" WITH ARNSTEIN & LEHR, LLP, FOR LEGAL SERVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has established an in-house Legal Department within the City, and

WHEREAS, Sonja K. Dickens, the City Attorney was previously affiliated with the firm of Arnstein & Lehr, and

WHEREAS, Arnstein & Lehr is currently handling various litigation matters on behalf of the City, and

WHEREAS, the City Attorney is recommending that Arnstein & Lehr, continue to represent the City in those matters, until they are concluded, and

WHEREAS, the City has undertaken several real estate matters, including purchases and sales, in accordance with the Neighborhood Stabilization Program, and other complex real estate matters, and

WHEREAS, the City Attorney is recommending that the City continue to utilize the services of James Brady of Arnstein & Lehr for real estate matters, on an as needed basis, and

WHEREAS, outside legal services will be covered in the City Attorney's budget,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the Mayor and City Clerk to execute and attest respectively, that certain Agreement, attached hereto as Exhibit "A," between the City of Miami Gardens and James C. Brady of Arnstein & Lehr, LLP for legal services.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JULY 8, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, ESQ.
City Attorney

SPONSORED BY: SONJA K. DICKENS, CITY ATTORNEY

MOVED BY: Councilman Gilbert
SECOND BY: Councilman Campbell

VOTE: 5-0

Mayor Shirley Gibson	<u> X </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> </u> (Yes)	<u> </u> (No) (out of town)
Councilman Melvin L. Bratton	<u> </u> (Yes)	<u> </u> (No) (out of town)
Councilman Aaron Campbell	<u> X </u> (Yes)	<u> </u> (No)
Councilman Oliver Gilbert, III	<u> X </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> X </u> (Yes)	<u> </u> (No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	July 8, 2009		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact:	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	General Fund City Attorney		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
	X						
Sponsor Name	City Attorney		Department:	City Attorney			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN AGREEMENT ATTACHED HERETO AS EXHIBIT "A" WITH ARNSTEIN & LEHR, LLP, FOR LEGAL SERVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

At the City Council meeting of June 10, 2009, the City Council decided to bring the City Attorney in-house and decided to create an in-house Law Department. The City Attorney was previously affiliated with the firm of Arnstein & Lehr, and that firm is currently handling various litigation matters on behalf of the City, including the Judson litigation, the First Sealord litigation, and the TLMC Enterprises litigation. In addition, the City has undertaken several real estate matters, in accordance with the Neighborhood Stabilization Program, and other complex real estate matters. Jim Brady, a Partner with Arnstein & Lehr, LLP has been handling the bulk of the City's real estate matters. The City Attorney is recommending that the City continue to contract with Arnstein & Lehr for legal services in reference to the pending litigation matters until they are concluded, and that the City continue to utilize the services of James Brady of Arnstein & Lehr for real estate matters, on an as needed basis. The Firm will charge an hourly rate of \$200.00 per hour, which is fifty (50%) less than the firm's normal legal rate for such services.

Proposed Action:

That the City Council authorizes the Mayor to execute the attached contract with Arnstein & Lehr for legal services.

July 1, 2009

VIA ELECTRONIC MAIL

VIA REGULAR MAIL

Mayor Shirley Gibson
City of Miami Gardens
1515 Northwest 167th Street
Building 5, Suite 200
Miami Gardens, FL 33169

Re: Retainer Letter for City of Miami Gardens

Dear Mayor Gibson:

This letter constitutes a Retainer Agreement, nullifying and replacing that certain Amended Retainer Agreement dated as of October 25, 2006. The purpose of this agreement is to acknowledge that in light of the City's decision to employ in-house counsel, the City has determined to continue the relationship with the firm and retain the firm on an as-needed basis. By signing this letter agreement, you acknowledge authorizing our firm to do everything necessary in connection with the following matters:

1. Judson litigation
2. First Sealord litigation
3. TLMC Enterprises litigation, and
4. General Real Estate Matters

Professional fees: The firm's fee for representing you in this matter will be based upon the number of hours spent working on your matter and/or upon other agreements as may be provided in this retainer letter. The firm keeps records of the time spent by attorneys and/or paralegal assistants, including travel and research time. The fee will be calculated at the current hourly rate of \$200.00, multiplied by the number of hours worked.

Monthly invoices: You will be billed monthly for work-in-progress. Professional fees are payable upon receipt of the monthly invoice; costs will be deducted from your

CHICAGO HOFFMAN ESTATES SPRINGFIELD MILWAUKEE
FORT LAUDERDALE MIAMI TAMPA WEST PALM BEACH BOCA RATON CORAL GABLES

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cost retainer. The firm invoices professional time on a decimal equivalent basis. There is a minimum time applied to every substantive undertaking, including telephone calls. That minimum time is .15 or nine (9) minutes which may include the telephone conversation, a review of the file, notes to the file and instructions to staff in furtherance of the overall undertaking.

Fee disputes and delinquent payments: In the event that there is a dispute regarding any item on any invoice rendered by the firm, whether relating to professional fees or costs, you shall notify the firm of the item in dispute, but you agree to pay all undisputed amounts; or the firm shall have the right to pay all undisputed professional fees set forth on the invoice from retainer fees on hand, as provided above. Any delinquent payments due and owing the firm will bear interest at 18% per annum after 30 days. In other words, if bills have not been paid for 30 days, beginning on the first day of the following month, interest will be deemed to commence accruing on the outstanding amount from the date of invoice at the rate of 18% per year until paid. Interest due which does not appear on a subsequent invoice(s) will not be deemed waived for any reason.

Should any dispute arise under this retainer agreement, the prevailing party shall be entitled to recover against the other party all costs, expenses and attorney's fees incurred by the prevailing party in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Form 1099: Pursuant to amendments to the 1997 Taxpayer Relief Act, IRC 6045(f), in the event that your payments to the firm for the representation contemplated by this letter exceed the sum of \$600 in any year, you are required to file Form 1099 with the Internal Revenue Service for any such year. To assist you in compliance with this Act, the firm's Taxpayer Identification Number is 59-1752493.

Guarantees: You understand and agree that the firm has given no guarantees or promises with respect to the outcome of the work to be undertaken. Any expressions regarding successful results anticipated, while given in good faith, are matters of opinion. With regard to such opinions as may have been expressed, the firm has relied upon the materials and facts given by you. The firm's opinion may be amended as new or different materials or facts are discovered or determined.

Scope of this agreement: This retainer agreement of employment does not cover any person or entity not specifically named below, or any matter other than described above for which the firm has been or will be employed, whether before or at the same time as this agreement or in the future.

Nevertheless, in the course of the professional relationship, there may be circumstances in which the firm is called upon to expand the attorney/client relationship

ARNSTEIN & LEHR LLP

Mayor Shirley Gibson

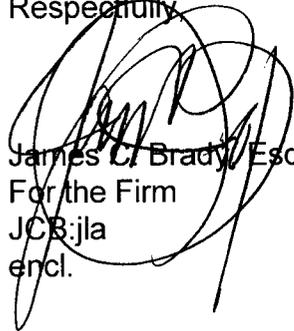
July 1, 2009

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as a result of some change in the scope of the original undertaking or in matters which have been brought to the firm's attention. In the event of such circumstances, the absence of a new retainer agreement or an amendment to this agreement shall not constitute a defense to, or bar the firm's right to be paid for services provided or for costs advanced, if any, under the terms and conditions set forth in this agreement, including those fees and costs attributable to expanded, new and/or different work.

If you have any question with respect to this retainer agreement, please contact me when you receive this letter. Otherwise, please execute and return this letter. Your prompt action is requested.

Respectfully,



James C. Brady, Esq.
For the Firm
JCB:jl
encl.

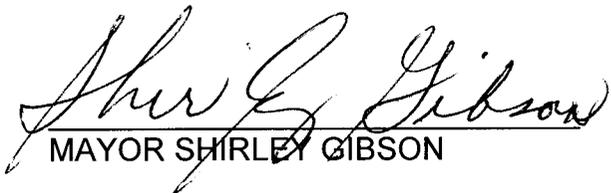
Agreement with the above terms and conditions is hereby acknowledged on this 8TH day of July, 2009.

ATTEST:

CITY OF MIAMI GARDENS



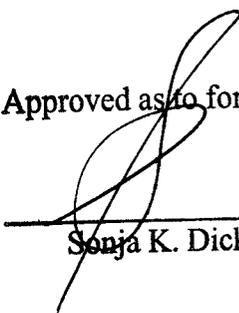
RONETTA TAYLOR, CMC, CITY CLERK



MAYOR SHIRLEY GIBSON

Pursuant to Internal Revenue Service guidance, be advised that any federal tax advice contained in this written or electronic communication, including any attachments or enclosures, is not intended or written to be used and it cannot be used by any person or entity for the purpose of (i) avoiding any tax penalties that may be imposed by the Internal Revenue Service or any other U.S. Federal taxing authority or agency or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Approved as to form and legal sufficiency



Sonja K. Dickens, City Attorney