

RESOLUTION No. 16-66

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A ONE (1) YEAR EXTENSION AGREEMENT WITH THE LAW OFFICES OF JOSE A. VILLALOBOS, P.A. TO PROVIDE COUNTY LOBBYING SERVICES FOR A ONE YEAR PERIOD IN AN AMOUNT NOT EXCEED \$37,500.00 AT A RATE OF \$3,125.00 PER MONTH, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral's (the "City") agreement with the Law Offices of Jose A. Villalobos, P.A. ("Villalobos") for lobbying services before Miami-Dade County on behalf of the City (the "Agreement") expired on February 28, 2016; and

WHEREAS, the City desires to extend the Agreement for one (1) year in amount not to exceed \$37,500.00 at a rate of \$3,125.00 per month; and

WHEREAS, this contract extension will be under the terms, conditions and prices as specified in the proposal attached here as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The agreement between the City and Law Offices Jose A. Villalobos, P.A., to provide County Lobbying Services to the City of Doral in an amount not to exceed \$37,500.00 per year, a copy of which is attached hereto as Exhibit "A" is hereby approved. The City Manager is authorized to execute the agreement and expend budgeted funds on behalf of the City.

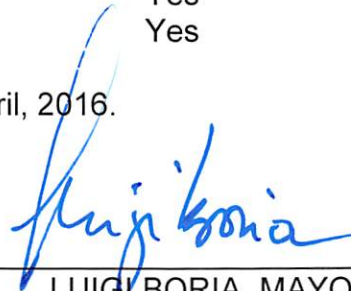
Section 3. Implementation. The City Manager and City Attorney are hereby authorized to take such other action as is necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 13 day of April, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, SMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

EXHIBIT “A”

LAW OFFICES JOSE A. VILLALOBOS, P.A.

1645 S.W. 85TH AVENUE
MIAMI, FLORIDA 33155

Jose A. Villalobos
e-mail: pepev@aol.com

TEL: (305) 215-1680
FAX: (305) 266-9848

March 18, 2016

Attn: Edward Rojas, City Manager
City of Doral
8401 NW 53rd Terrace,
Doral, Florida 33166

**Re: Engagement Letter / Retainer Agreement Extension
Transit and Traffic Issues**

Dear Manager Rojas:

Thank you for considering Law Offices Jose A. Villalobos, P.A. ("Villalobos") to act as consultant/attorneys for the City of Doral ("Doral") for another term.

Scope of Representation. VILLALOBOS agrees to render professional legal/consulting services to Doral in assisting City regarding Transit and Traffic issues. The services include acting as a liaison, facilitating communications with the referenced governmental agencies and the City and providing advice on strategies and methods for the City to accomplish its objectives. The City of Doral agrees to retain Villalobos as Consultant/Attorney commencing on March 1, 2016.

Legal Fees. As full compensation for legal/consulting services performed by Villalobos, Doral agrees to pay Villalobos the amount of \$37,500.00, at a rate of \$3,125.00 per month for twelve months, commencing March 1, 2016.

Term. The term of the representation contemplated by this Scope Letter shall be for one year and shall commence on March 1, 2016. This contract may be extended by Doral at its discretion and by approval of both parties.

Costs. You may also incur disbursement charges in connection with our representation, including charges for photocopying, messenger services, word processing fees, travel fees, proportional cellular phone charges and other items, but these fees are not expected to be significant. We may remit to you for direct payment to the vendor certain disbursements, such as charges for printing, duplicating, transcripts and other charges as we may determine from time to time.

Billing. This will confirm our understanding regarding our fees in connection with our representation. Billing statements are to be paid in advance.

Vigorous Representation. We will do our utmost to serve your interests effectively. We will strive to represent you vigorously and efficiently.

In providing this representation, we will act as your attorneys/consultants and provide you with advice and assistance with respect to the matters, which you ask us to advise on. You will be responsible for making the business and financial decisions in light of the advice that we provide you. As a matter of professional responsibility and ethics, we are generally required to preserve the confidences and secrets of our clients. The legal privilege for attorney-client communications exists to encourage candid and complete communication between a client and its lawyer. We urge you to inform us of all information, which might be relevant to our representation, and we trust that our attorney-client relationship will be based on mutual confidence and unrestricted communication in order to facilitate our proper representation of you.

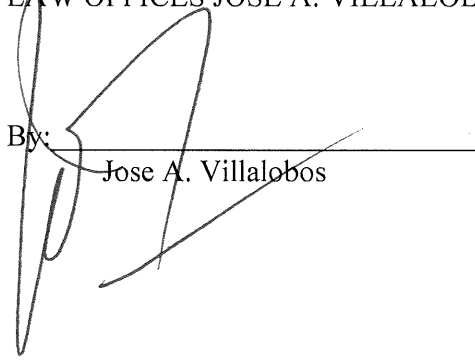
Special Covenants and Representations. Villalobos hereby covenants and agrees to be bound by the following representations in connection with performance under this agreement:

1. Lobbyist registration. In the event the services performed by Villalobos on behalf of Doral pursuant to this Agreement are considered to be "lobbying" in the jurisdictions where the services are performed, Villalobos will so advise Doral and will prepare and submit to the appropriate authorities and to Doral all of the initial and periodic documentation required of a lobbyist, and Doral as the employer of the lobbyist, as may be required by each jurisdiction where the services are performed. Preparation and submission of all such registrations and/or reports will be coordinated with Doral.

On behalf of myself individually and the firm, we are very excited about working with you on this matter. It is my sincere hope that together we achieve mutual success beyond our wildest individual expectations.

Very truly yours,

LAW OFFICES JOSE A. VILLALOBOS, P.A.

By:  _____
Jose A. Villalobos

JAV/mg

Acknowledged and agreed to this ____ day of
March, 2016, as set forth above:

EDWARD A. ROJAS, City Manager on behalf
of the City of Doral