

Meyers, Robert (COE)

FNO 10-154

From: Meyers, Robert (COE)
Sent: Monday, August 23, 2010 11:17 AM
To: 'Jorge Navarro'
Subject: RE: Engagement Letter

Mr. Navarro:

I reviewed your form engagement letter and it identifies possible payments to your firm in two phases – the first is entitled the pre-selection phase and the second phase is the post-selection phase. The first phase requires the client to pay a retainer upon execution of the agreement and a monthly fee until the award of the contract. The second phase requires payment on a monthly basis and occurs only if the contract is awarded to the client. The fees paid during this phase are for legal/lobbying services provided after award and are paid on a flat fee basis. The terms contained in your attached engagement letter do not amount to “success fees” and can be collected without violating the contingency fee ban described in County Code Section 2-11.1(s)(7).

If you wish to discuss in more detail, feel free to contact me at your convenience.

Thank you,

Robert Meyers, Executive Director
Miami-Dade Commission on Ethics and Public Trust

From: Jorge Navarro [mailto:jorge@lasartelaw.com]
Sent: Thursday, August 19, 2010 6:01 PM
To: Meyers, Robert (COE)
Cc: Felix Lasarte
Subject: Engagement Letter

<<RFP_Flat Fee.doc>>

Good afternoon Mr. Meyers,

Attached please find a standard form engagement letter for our procurement representations. We would like to confirm that the form does not run afoul of the prohibition on contingency fees in these matters. Please advise whether we can proceed with using this form as our engagement letters for procurement matters.

If you have any questions regarding this matter please do not hesitate to contact me.

Regards,

Jorge L. Navarro, Esq.

The Lasarte Law Firm

3470 NW 82 Avenue, Suite 660

8/23/2010

VIA E-Mail

RE: Engagement Letter / Governmental Relations /

Dear:

Thank you for asking the Lasarte Law Firm (“LLF”) to represent you in connection with a proposed RFP/RFQ for _____.

The purpose of this letter is to confirm our engagement as counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Attached to in this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies.

Our scope of representation will include serving as a liaison between your firm and _____ staff, elected officials, administration and other interested parties. We will provide you with guidance in completing the forms associated with the RFP/RFQ, however we will not be responsible for preparing the bid packages. We will also work with you in dealing with any issues that may come up during the RFP/RFQ process. In the event that your company secures the award of the RFP/RFQ, we will also work with you to serve as a liaison between _____ staff and their construction managers and your firm, until _____. We will also help your company deal with any regulatory issues that may arise as a result of the contracts.

Legal Fees. Our scope of representation shall be divided into two (2) phases. The first phase shall be prior to the Miami-Dade County Board of County Commissioners awarding the RFP contract for this project (the “Pre-Selection Phase”). The second phase shall commence upon the awarding of the RFP contract for this project (the “Post-Selection Phase”).

Phase I: Phase I will encompass the Pre-Selection Phase. We will bill for our efforts in connection with Phase I of our representation on a Flat Fee basis (the “Phase I Flat Fee”). The Phase I Flat Fee shall be paid as follows: Commencing upon the execution of this Engagement, you agree to pay LLF **a non-refundable retainer in the amount of _____**. Thereafter, you agree to pay our office the sum of _____ on a monthly basis until the time the RFP is awarded.

The scope of representation for this phase shall include obtaining information regarding the RFP process, reviewing bid documents and submittal requirements, and assisting with the

creation of a governmental relations plan and response strategy for the project. In addition to the aforementioned, LLF shall also meet with County staff and officials before the cone of silence is established and after it is lifted, and attend any necessary pre-bid conferences or meetings with the County Manager's office. However, our office shall not be responsible for preparing the bid packages and submittal documents.

Phase II: Phase II will encompass the Post-Selection Phase. Upon the award of the RFP we will continue to provide our services on a Flat Fee basis (the "Phase II Flat Fee"). The Phase II Flat Fee shall be _____ paid on a monthly basis throughout the life of the contract.

The scope of representation for Phase II shall include negotiating bid contract terms, serving as a liaison between your company and County staff, addressing any issues which may arise with respect to the performance of the contract, and attending meetings with the County Manager's office or any additional hearings associated with the bid process. Phase II of the representation shall not include any fees for challenges to the award of the RFP or the filing of any bid protests in connection with this matter.

Costs. You will also incur disbursement charges in connection with our representation, including charges for messenger services, preparation of exhibits for hearings, lobbyist registration fees, and filing fees. This firm may remit to you for direct payment to the vendor of certain disbursements, such as charges for printing, duplicating, transcripts and other charges as we may determine from time to time.

Billing. We will bill you for legal services rendered, cost and disbursement charges posted on our books on a monthly basis and will expect payment within thirty days. In the event that the outstanding balance for this matter reaches or exceeds Two Thousand Dollars (\$2,000.00) for more than thirty (30) days, you consent to our withdrawal as legal counsel and agree that said withdrawal shall not prejudice this firm's ability to collect said balance. In the event that any action is commenced to recover funds owed under this Agreement, the prevailing party shall be entitled to recover their attorney's fees and costs. In any such action, venue shall be in Miami-Dade County, Florida. Monies past due and owing shall accrue interest at 6% per annum.

We will be pleased to discuss any questions you may have regarding our billing practices or other matters. If you concur with the matters set forth above, please return an executed copy of this letter with the above described retainer check. On behalf of the firm, we are very excited about the opportunity to work with you on this matter.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely,

THE LASARTE LAW FIRM

FELIX M. LASARTE

Agreed and consented to as set forth above by:

By: _____

Title: _____

Date: _____

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