

GOLDEN BEACH, FLORIDA
RESOLUTION NO. 1256.00

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPOINTING ROSEN & KREILING, P.A. AS TOWN ATTORNEY; PROVIDING FOR EXECUTION OF AN ATTORNEY FEE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach seeks to appoint Rosen & Kreiling, P.A. as Town Attorney on the terms and conditions contained in the attached Attorney Fee Agreement;

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Rosen & Kreiling, P.A. be, and it is hereby appointed as Town Attorney for the Town of Golden Beach effective August 1, 2000.

Section 2. Rosen & Kreiling, P.A. shall be compensated and shall be employed in accordance with the Attorney Fee Agreement, a copy of which is attached hereto and incorporated herein as Exhibit ~~A~~. The Mayor be, and he is hereby authorized to execute said Agreement on behalf of the Town.

Section 3. Severability. That the provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses,

sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

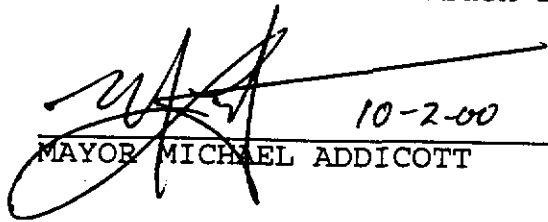
Section 4. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council; provided, however, that Rosen & Kreiling, P.A. shall be compensated in accordance with Exhibit ~~A~~ for all services rendered pursuant to said Agreement.

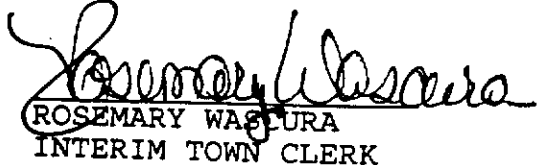
The Motion to adopt the foregoing resolution was offered by Mayor Addicott seconded by Vice Mayor Feinman and on roll call the following vote ensued:

Mayor Addicott:	<u>AYE</u>
Vice Mayor Feinman	<u>AYE</u>
Councilwoman Chikovsky	<u>AYE</u>
Councilman Einstein	<u>AYE</u>
Councilman Paruas	<u>AYE</u>

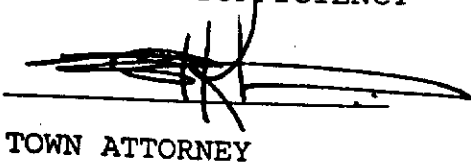
PASSED AND ADOPTED by the town Council of the Town of Golden Beach this 15th day of August, 2000.


10-2-00
MAYOR MICHAEL ADDICOTT

ATTEST:


ROSEMARY WASLURA
INTERIM TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


TOWN ATTORNEY

Attorney Fee Agreement Town Of Golden Beach

This Fee Agreement sets forth the standards and basis upon which Rosen & Kreiling, P.A. ("Firm") will provide legal services to the Town of Golden Beach ("Client" or "Town") and bill for those services.

1. **Professional Undertaking:** The partner in charge of this matter will have primary responsibility for the Client's representation, and may, in his or her sole discretion, utilize other attorneys and legal assistants in the Firm who can accomplish the work. If at any time the Client has any questions, concerns, or criticisms concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact the partner in charge.

2. **Fees:**

A. The client agrees to pay and the Firm accepts fees at an hourly rate of \$135 per hour in minimum increments of one-tenth of an hour for the following professional legal services rendered to the Client:

- (1) attendance at all council meetings;
- (2) all telephone and personal conferences with members of the Town Council, the Town Manager, the Town Clerk and Deputy Town Clerk and other staff members, board members of the Town, or individuals doing business with the Town;
- (3) preparation of Resolutions, Ordinances, contracts and correspondence, and all legal research as needed for the regular and special Town Council meetings of the Town Council;
- (4) all other official business of the Town unless otherwise provided herein.
- (5) preparation and presentation of court cases litigated on behalf of the client;
- (6) meetings of the County Commission where the Town Attorney's appearance is requested by the Town Manager or Town Council, or he is summoned to appear before the County Commission on behalf of the Client;
- (7) other administrative hearings; and
- (8) work on the recodification of the Town code.

The Firm will not bill for travel time. When it is cost effective to the Client, the Firm will utilize the services of paralegals and legal assistants at the rate of \$50.00 per hour.

B. The fee for other work will be at a rate agreed between the Client and the Firm.

C. The firm shall obtain the Client's specific authority of the Town Council prior to initiating any legal services that are not set forth above; however the Firm is hereby specifically authorized to respond to and defend any summons, complaint, notices of violation, and other accusatory pleadings or documents issued against the Client or Client's officials or staff after receiving authorization from the Mayor and/or Town Manager. The Firm shall obtain the authority of the Town Council, Town Manager or Mayor prior to preparing Ordinances, Resolutions, or initiating any written opinion that is anticipated to require more than two hours of time.

D. The firm hereby agrees that it will not charge for fees or costs in connection with familiarizing itself with all current and past Town affairs, including but not limited to, the Town Charter, ordinances, present litigation, judgments that have been obtained by the Town, executed contracts by the Town for work presently in progress and/or work performed in-2000, agreements with Miami-Dade County and its subdivisions, employment agreements with Town employees, including independent contractors with Town and financial institutions who do business with the Town.

3. **Costs:** The Firm's fees do not include costs such as telephone toll charges, telecopy charges, express mail or other delivery charges, court reporter fees, deposition transcripts, filing an recording costs, photocopying, computerized legal research and, when needed, staff overtime. These items shall be separately itemized on the Firm's statements as expenses. The Firm agrees to have Dade/Broward telephone lines and there will be no charge for faxes that are received or sent within Dade and Broward Counties. Additionally, photocopies will be charged at the rate of 10 cents per copy, and cellular phone charges will not be billed to Client.

4. **Billing:** The Firm's statements will be prepared and mailed during the month following the month in which services are rendered and costs incurred. The Firm shall furnish a copy of all billing to all council members and Town Manager.

5. **Responsibility for Payment:** Whether the Firm's services are fully, substantially or nominally rendered to the Client, or to corporations, partnerships, estates, trusts, and other entities connected with the Client, the Firm will look to be paid by the Client which shall have responsibility and be liable for payment of the Firm's fees and costs.

6. **Court Awarded Fees:** If the Firm is representing the Client on a legal matter where in which a court awards attorneys fees to the Client as the prevailing party pursuant to applicable statutory or other legal authority, then unless otherwise provided for in the this agreement, the Firm shall be entitled to the extent permitted by law, to receive the court awarded fee or the fee provided in this agreement, whichever is greater. The parties agree that the fee agreed to herein between the Client and the Firm are below the customary fees for legal services in the 11th and 17th Judicial Circuits of Florida in legal matters where attorneys fees are recoverable. Neither the Firm nor the Client waive any claim to attorney's fees.

7. **Employment of Additional Professionals:** In the event the Firm deems it necessary to employ additional professionals with specialized skills, including but not limited to investigators medical experts, health planners, actuaries, surveyors, engineers, appraisers or accountants, then, after approval by the Client, additional professionals may be employed by the Firm. The Firm will employ professionals in the name of the Client or, at the discretion of the Firm, in the Firm's name on behalf of the Client, however, such professional shall report exclusively to the Firm. In either event, the Client is responsible to pay the fees of such professionals in full upon the rendering of the professionals' statement therefor. The Firm reserves the right to request and obtain an additional retainer to defray the fees and costs of professionals employed in connection with the Clients matter.

8. **Termination:** The Client will have the right to terminate the Firm's representation at any time by written notice to the partner in charge, but the provisions of this Agreement related to the payment and collection of fees and costs will not terminate. The Firm will have the same right to terminate the Firm's representation subject to its obligation to give the Client reasonable notice to arrange other representation. Written notice of at least thirty days shall be presumed reasonable notice for purposes at this paragraph. The parties agree to review the terms of this agreement within 180 days after commencement to assure that the agreement is fair and equitable to both parties.

9. **Notice:** Any notices required under the Agreement shall be in writing and shall be deemed to have been duly served when hand delivered or sent by regular mail to the address on the first page of this letter for the person to whom said notice is required to be provided, to the Town Manager of the Town of Golden Beach or in her absence, the Mayor; or to the partner in charge or in his absence another partner of the firm of Rosen & Kreiling, P.A. as indicated in this agreement.

10. **Full Cooperation by Client:** The Client agrees to give the Firm and any associate counsel designated by the Firm full cooperation at all times, and shall be available to the Firm at all reasonable hours at the Firm's office or elsewhere to all matters for which The Client is represented by the Firm. If this matter involves litigation and if the Client does not reside in the county where this matter is litigated, the Client understands that he or she may be required to appear or its representative may be required to appear in person in said County for questioning by opposing counsel prior to trial and will be required to appear in court in said county for trial of the cause.

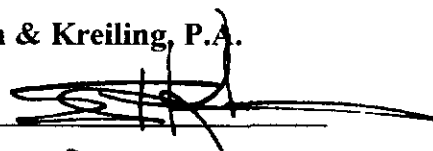
11. **Applicable Law and Venue:** The laws of the State of Florida shall govern the construction and interpretation of this agreement and the parties that venue of any lawsuit between them shall be in Dade County, Florida.

12. **Binding Effect:** This agreement shall be binding upon the Client, its successors and assigns.

Rosen & Kreiling, P.A.

by: _____

dated: _____

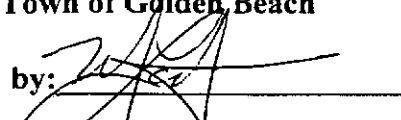


Aug. 22, 2000

Town of Golden Beach

by: _____

dated: _____



10-10-00