

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1712.05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPOINTING WEISS, SEROTA, HELFMAN ET. AL., AS TOWN ATTORNEY; PROVIDING FOR EXECUTION OF AN ATTORNEY FEE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current Town Attorney for the Town of Golden Beach submitted his resignation under the terms of the Agreement between the Town and the Town Attorney; and

WHEREAS, the Town of Golden Beach seeks to appoint Weiss, Serota, Helfman, et. al., 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 Weiss, Serota, Helfman, et. al. be, and he/it is hereby appointed as Town Attorney for the Town of Golden Beach effective May 18, 2005.

Section 2. Weiss, Serota, Helfman, et. al., 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 That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.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

Sponsored by Administration.

The motion to adopt the foregoing Resolution was offered by Mayor Singer, seconded by Councilman Iglesias and on roll call the following vote ensued:

Mayor Singer:	<u>AYE</u>
Vice Mayor Lusskin	<u>AYE</u>
Councilmember Einstein	<u>AYE</u>
Councilmember Iglesias	<u>AYE</u>
Councilmember Paruas	<u>AYE</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach this 17th day of May, 2005.




MAYOR GLENN SINGER

ATTEST:



CATHY SZABO
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



PAUL D. EICHNER, ESQ.
TOWN ATTORNEY

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*Z gave out at 8:30pm
at meeting*

**BACK UP
FOR ITEM
13**

**TOWN OF GOLDEN BEACH
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 13
Meeting Date: May 17, 2005**

Prepared By: Bonilyn Wilbanks-Free

SUBJECT: Appointment of Town Attorney

BACKGROUND/HISTORY:

The Mayor requested that I update you on the search for a new law firm following the resignation tendered by Mr. Eichner on April 19th, 2005. Mayor Singer and I reviewed the resumes forwarded to the Town Clerk and we interviewed the following firms:

- Weiss Serota Helfman – Attorney Steven Helfman
2665 South Bayshore Drive #420
Miami, FL 33133

- Adoro & Yoss LLP – Attorney Steven Ginsburg
2525 Ponce de Leon Blvd #400
Miami, FL 33134-6012

- Wolfe & Goldstein, PA. – Mark Goldstein
100 S.E. 2nd Street, Suite 3300
Miami, FL 33131

The Mayor determined that it was more cost efficient to go with a larger firm that can be utilized to do the entire Town's work as opposed to contracting out different matters. The firm he has selected has this capability and in addition pointed out that they do not bill for phone conversation with staff. A review of past billings showed that this will result in a considerable savings for the Town.

Based on those interviews The Mayor is recommending the firm Weiss Serota Helfman with Attorney Stephen Helfman being the Town's contact attorney.

FINANCIAL IMPACT:

See agreement

ATTACHMENTS:

Firm Agreement (to be forwarded prior to meeting)
Resolution

ACTION OPTIONS/RECOMMENDATIONS:

Staff request Council to take action on this matter.

WEISS SEROTA HELFMAN
PASTORIZA GUEDES COLE & BONISKE, P.A.

ATTORNEYS AT LAW

MITCHELL A. BIERMAN
NINA L. BONISKE
MITCHELL J. BURNSTEIN
JAMIE ALAN COLE
EDWARD G. GUEDES
STEPHEN J. HELFMAN
HARRIET R. LEWIS
GILBERTO PASTORIZA
GARY I. RESNICK
JOSEPH H. SEROTA
NANCY E. STROUD
SUSAN L. TREVARTHEN
RICHARD JAY WEISS
DAVID M. WOLPIN
STEVEN W. ZELKOWITZ

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2665 SOUTH BAYSHORE DRIVE
SUITE 420
MIAMI, FLORIDA 33133

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BROWARD OFFICE
3107 STIRLING ROAD • SUITE 300
FORT LAUDERDALE, FLORIDA 33312
TELEPHONE 954-763-4242 • TELECOPIER 954-764-7770

VIVIAN DE LAS CUEVAS-DIAZ
STEPHANIE DEUTSCH*
RAQUEL ELEJABARRIETA
CHAD FRIEDMAN
OLIVER G. GILBERT, III
DOUGLAS R. GONZALES
TARA L. GOULD
GREGORY A. HAILE
PETER A. LICHTMAN
KAREN LIEBERMAN*
MATTHEW H. MANDEL
MICHAEL J. MARRERO
ALEXANDER L. PALENZUELA-MAURI
MICHAEL S. POPOK*
JOHN J. QUICK
ANTHONY L. RECIO
SCOTT A. ROBIN
GAIL D. SEROTA*
JEFFREY P. SHEFFEL
JOSE S. TALAVERA
MICHAEL L. STINES
STEVEN E. TAYLOR
JAMES E. WHITE

THOMAS J. ANSBRO*
LILLIAN ARANGO DE LA HOZ*
JAMES E. BAKER
ALIBON S. BIELER
ELAINE M. COHEN
JORGE L. CRUZ-BUSTILLO

*OF COUNSEL

April 26, 2005

The Honorable Glenn Singer
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160-2296

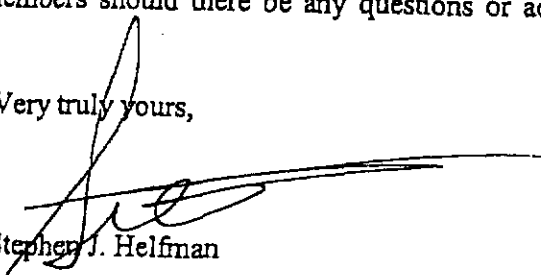
Re: Town Attorney

Dear Mayor Singer:

I enjoyed meeting with you and the Town Manager to discuss the possibility of our firm serving as your Town's Attorney. At your request, I have enclosed a proposed engagement letter, which sets forth the scope of work which we anticipate doing for you, as well as the fee structure. As we discussed, it is our firm's practice not to charge our municipal clients for any of the time which we spend on telephone calls or conferences with you, other councilmembers or any member of the administration. We find that this encourages you, your fellow councilmembers and staff to work closely with us without a concern over fees and results in a substantial savings to our clients.

We look forward to the opportunity of serving as the Town Attorney and I am available to meet again with you or any of the councilmembers should there be any questions or additional information that you desire.

Very truly yours,


Stephen J. Helfman

SJH/mas
Enclosure

cc: Ms. Bonilyn Wilbanks-Free, Town Manager w/enclosure

WEISS SEROTA HELFMAN
PASTORIZA GUEDES COLE & BONISKE, P.A.

ATTORNEYS AT LAW

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*OF COUNSEL

April 26, 2005

The Honorable Glenn Singer
and Members of the Town Council
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160-2296

Re: Engagement of Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.

Dear Mayor Singer and Councilmembers:

We are pleased that you wish to engage our Firm to serve as Town Attorney for the Town of Golden Beach. 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 will be paid.

1. **Nature of Legal Services.** You have engaged us to serve as Town Attorney for the Town of Golden Beach. In that capacity, we will act as your general counsel responsible for all of the Town's legal matters. Our services include, but are not limited to, attending all meetings of the Town Council and boards as required by your Charter, preparing all resolutions, ordinances, contracts and other agreements, instituting or defending litigation, as well as providing day-to-day

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advice to the administration and councilmembers on matters such as planning, zoning, public records and sunshine law.

2. Fees for Services. With the exception of the telephone calls described below, you will be charged and agree to pay for our services at the rate of \$200 per hour for all attorneys, together with applicable taxes, if any. This hourly rate shall increase 5% annually on the anniversary date of this agreement. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity. In the event that two attorneys attend a Council meeting for our convenience, the Town would not be billed for their attendance. If, of course, the attendance of two attorneys is required, for example, on a litigation or quasi-judicial land use matter, both attorneys time will be billed.

We believe strongly that close communication between the Town and the Firm is essential to minimizing legal problems and expenses and would not want the Mayor, Councilmembers or the Town Manager to ever feel constrained or hesitant to call us for advice. We would therefore not charge for any telephone conferences with these individuals.

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 travel 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 of transcript and court reporter's fee for attendance), and court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.). In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures.

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. If any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion, 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.

5. Termination of Representation. We will serve at the pleasure of the Town Council and may be terminated at any time.

6. 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.

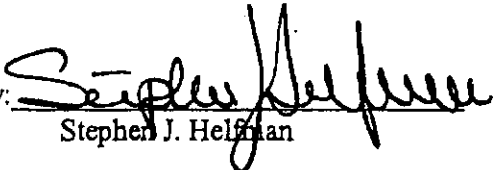
The Honorable Glenn Singer
April 26, 2005
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We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.A.

By:


Stephen J. Helfman

AGREED AND ACCEPTED on _____, 2005.

TOWN OF GOLDEN BEACH

By:

Glenn Singer, Mayor

SJH/mas

cc: Ms. Bonilyn Wilbanks-Free, Town Manager

WEISS SEROTA HELFMAN
PASTORIZA GUEDES COLE & BONISKE, P.A.