

RESOLUTION NO. 01- 02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING WEISS SEROTA HELFMAN PASTORIZA & GUEDES, P.A., AS ACTING TOWN ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council finds that it is both necessary and appropriate to retain an Acting Town Attorney; and

WHEREAS, the Town Council has selected the law firm of Weiss Serota Helfman Pastoriza & Guedes, P.A. to serve as Acting Town Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. The law firm of Weiss Serota Helfman Pastoriza & Guedes, P.A. is approved as Acting Town Attorney and the Mayor is authorized to execute a retainer agreement, attached as Exhibit "A", on behalf of the Town.

Section 2. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of February, 2001.

Wayne Slaton
WAYNE SLATON, MAYOR

ATTEST:

Beth M. Lyell
Acting Town Clerk

APPROVED AS TO LEGAL SUFFICIENCY

MRO
Acting Town Attorney

m-collins / s-thomson

Council voted <u>7-0</u> as follows:	
Mayor Wayne Slaton	<u>Y/S</u>
Vice Mayor Roberto Alonso	<u>Y/S</u>
Councilmember Mary Collins	<u>Y/S</u>
Councilmember Robert Meador	<u>Y/S</u>
Councilmember Michael Pizzi	<u>Y/S</u>
Councilmember Nancy Simon	<u>Y/S</u>
Councilmember Peter Thomson	<u>Y/S</u>

WEISS SEROTA HELFMAN
PASTORIZA & GUEDES, P.A.
ATTORNEYS AT LAW

NINA L. BONISKE
JAMIE ALAN COLE
EDWARD G. GUEDES
STEPHEN J. HELFMAN
GILBERTO PASTORIZA
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RICHARD JAY WEISS
DAVID M. WOLPIN
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*OF COUNSEL

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CARMEN I. TUGENDER
DANIEL A. WEISS*

February 27, 2001

The Honorable Wayne Slaton
Town of Miami Lakes
8004 NW 154 Street
PMB # 378
Miami Lakes, FL 33016-5814

Re: Fee Agreement with Weiss Serota Helfman Pastoriza & Guedes, P.A.

Dear Mayor Slaton:

We are pleased that you wish to engage our Firm to serve as Acting Town Attorney for the Town of Miami Lakes. 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 for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged us to provide general legal services for the Town of Miami Lakes and to serve as Acting Town Attorney.

2. Fees for Services. 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 telephone ^{NB}calls ^{with} to said individuals. With the exception of the telephone calls just described, you will be charged and agree to pay for our services at the rate of \$180 per hour for all attorneys, together with applicable taxes, if any. This hourly rate shall increase 5% 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.

The Firm will provide the legal services of one attorney at one regularly scheduled Council meeting per month at no charge to the Town. In the event that two attorneys attend a Council meeting for our convenience, the Town would not be double-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.

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), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of your case, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from you prior to undertaking the expenditures of funds on your behalf.

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. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), 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, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you understand that you will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. You further understand that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all costs, fees and interest due us under this agreement. You also agree to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice, which remains unpaid for more than 30 days after it is rendered.

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

6. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation.

7. Fees for Other Services. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

8. 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.

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 & GUEDES, P.A.

By: Nina L. Boniske
Nina L. Boniske

AGREED AND ACCEPTED on February 28, 2001.

TOWN OF MIAMI LAKES

By: Wayne Slaton
Wayne Slaton, Mayor

NLB/mas
cc: Members of the Town Council