

RESOLUTION NO. 17 - 2440

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE RETAINER AGREEMENT FOR LEGAL SERVICES WITH WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. ATTACHED HERETO AS ATTACHMENT "A"; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF RETAINER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in response to the Town of Surfside's ("Town") Request For Qualifications for Legal Services soliciting qualifications for legal services, the law firm of Weiss Serota Helfman Cole & Bierman, P.L. ("Firm") submitted a response and written proposal to provide legal services to the Town; and

**WHEREAS**, on June 27, 2017, the Town Commission selected and appointed the Firm to serve as Town Attorney; and

**WHEREAS**, the Town Commission wishes to memorialize the terms of the engagement with the Firm in writing; and

**WHEREAS**, the nature, scope and fees for services for the Town Attorney are set forth in the June 29, 2017 Retainer Agreement for Legal Services attached to this Resolution as Attachment "A" ("Retainer Agreement"); and

**WHEREAS**, the Town Commission has determined that it is in the best interests of the Town to enter into the Retainer Agreement attached hereto as Attachment "A" with the Firm as set forth therein.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval and Authorization.** The Retainer Agreement, attached hereto as Attachment "A", between the Town and the Firm is hereby approved. The Town Mayor is hereby authorized to execute the Retainer Agreement on behalf of the Town.

**Section 3. Implementation and Authorization.** The Town Manager is hereby authorized to take all action necessary to implement this Resolution and the Retainer Agreement in accordance with the terms, conditions and purposes of this Resolution and the Retainer Agreement.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of July, 2017.

Motion by Commissioner Karukin,

Second by Commissioner Paul.

**FINAL VOTE ON ADOPTION**

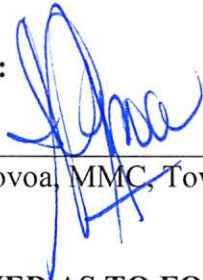
Commissioner Daniel Gielchinsky  
Commissioner Michael Karukin  
Commissioner Tina Paul  
Vice Mayor Barry Cohen  
Mayor Daniel Dietch

yes  
yes  
yes  
Absent  
yes



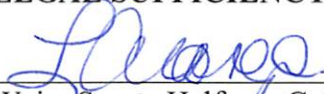
\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**



\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



# WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

MITCHELL A. BIERMAN  
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July 12, 2017

**SENT VIA EMAIL**

Honorable Mayor Daniel Dietch and Commission Members  
c/o Guillermo Olmedillo, Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154-3009

**Re: Retainer Agreement for Legal Services**

Dear Mr. Olmedillo,

We are pleased that the Town of Surfside (Town) wishes to engage our Firm to provide legal services as the Town Attorney. Our Firm is the preeminent full-service municipal law firm in Florida dedicated to serving as the “one-stop shop” for municipalities seeking the services of a law firm that has the expertise to handle virtually all of the legal issues faced by municipalities.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we will provide to the Town, the amount of our fees for those services, the manner in which our fees for services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged our Firm to serve as Town Attorney. We will provide all legal services to the Town customarily performed by town attorneys and as required by the Town Charter and directed by the Town Commission and administration. Our services will include the scope of work listed in the Town Manager’s Memorandum dated June 16, 2017 requesting written fee proposals, excluding labor and employment representation, litigation, any legal fees paid or payable by or recoverable from third parties (including, development projects or applications subject to cost recovery), or Special Projects as further defined herein (“Excluded Services”). Litigation includes adversarial proceedings before administrative tribunals, courts, mediators, arbitrators and appellate tribunals. Special Projects

include non-recurring unanticipated major projects (e.g., rewrite of land development regulations, general obligation bond issue) not already identified in the Town's current 2016-17 Fiscal Year adopted Budget and arising subsequent to the date of this letter.

2. Fees for Services. The Firm will provide general municipal services to the Town at a fixed or flat fee of \$28,750 per month or \$345,000 annually. The fixed or flat fee does not include Excluded Services which may be performed by our Firm and billed on an hourly basis, at an hourly rate of \$250 for partners and of counsel senior attorneys, \$215 per hour for associates and \$115 per hour for paralegals, or flat rates to be mutually agreed upon as an excluded matter may arise. The flat or fixed fee includes all telephone calls, emails, teleconferences and video conferences with individual Town Commissioners, the Town Manager, and administrative staff. The Town will not be charged for travel expenses to and from the Town, or any travel-related expenses to and from Town (e.g. tolls, mileage) for providing legal services included in the scope of work or Excluded Services. Beginning with the one year anniversary of this retainer agreement, the flat or fixed fee, and hourly rates for Excluded Services, will be adjusted by up to a 3% increase annually.

The Town will receive a one-time credit of \$6,000 towards the first month's bill in order to absorb the costs of the Town's existing assistant to the Town Attorney who will assist with the transition of legal services to the Firm.

3. Costs. In addition to the fixed or flat rate for attorneys' fees discussed above, the Firm will bill the Town for incidental actual out-of-pocket costs, such as delivery and courier charges for outside parties, computer and legal research expenses, court reporter expenses (including cost of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper and advertisement publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibits costs and investigation costs.

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, to cease to provide further legal services to the Town. You will, however, be liable to us for payment of any fees earned and any costs incurred by us to the date of termination.

5. Representation of Other Clients. We are bound by the 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. Should such a situation arise, you will be immediately informed and a proposed manner to address the conflict will be provided by us.

6. Withdrawal from Representation. The Town at any time may choose to terminate this retainer agreement with or without cause and shall only be liable for any fees and costs incurred to the date of termination. We, likewise, reserve the right to withdraw from representing the Town, if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

7. 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 stand ready and able to commence our representation of the Town as of July 5, 2017. 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 and ensure a seamless transition from Town Attorney Linda Miller upon her retirement.

Thank you for your consideration of our Firm.

Very truly yours,

WEISS SEROTA HELFMAN  
COLE & BIERMAN, PL.



Mitch Bierman and Lillian Arango

Honorable Mayor Daniel Dietch and Commission Members  
c/o Guillermo Olmedillo, Town Manager  
July 12, 2017  
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**Acknowledgement and Agreement**

Having been duly authorized by an affirmative vote of the members of the Town Commission of the Town of Surfside, Florida, the undersigned has read this retainer agreement and on behalf of the Town of Surfside, Florida, agrees to the terms set forth herein.

Agreed and Accepted on July 11, 2017.

TOWN OF SURFSIDE, FLORIDA

By:



Daniel Dietch, Mayor

