

RESOLUTION NO. 2026-3514

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING AND APPROVING THE ENGAGEMENT OF THE LAW FIRM OF WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. AS THE TOWN ATTORNEY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article II, Section 11(i) provides the Town Commission with the power to appoint Town Attorneys; and

WHEREAS, the Town Commission has determined that the office of Town Attorney shall be held by persons with extraordinary skills and experience in municipal law; and

WHEREAS, the Town Commission has determined that the law firm of Weiss Serota Helfman Cole & Bierman, P.L. and its members have the skills and expertise to best service the Town; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

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

Section 1. **Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

Section 2. **Appointment and Approval.** The Town Commission hereby appoints the law firm of Weiss Serota Helfman Cole & Bierman, P.L. as the Town Attorney and approves the engagement agreement with the law firm (the "Agreement") attached hereto as Exhibit "A".

Section 3. **Authorization and Implementation.** The Town Mayor is hereby authorized to execute the Agreement. The Town Manager is hereby authorized to do all necessary things to implement the Agreement and the purposes of this Resolution.

Section 4. **Effective Date.** That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 7th day of May 2026.

Motion By: Commissioner Weingot

Second By: Vice Mayor Benmergui

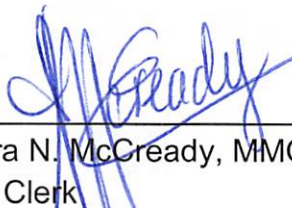
FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	<u>No</u>
Commissioner Gerardo Vildostegui	<u>No</u>
Commissioner David Weingot	<u>Yes</u>
Vice Mayor Dayana Benmergui	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>



Shlomo Danzinger, Mayor

Attest:



Sandra N. McCready, MMC
Town Clerk



Approved as to Form and Legal Sufficiency:



Stephen J. Helfman,
Town Attorney



STEPHEN J. HELFMAN, FOUNDING PARTNER
SHelfman@wsh-law.com

May 7, 2026

Via Hand Delivery

Honorable Mayor & Town Commissioners
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Re: Town Attorney Legal Services

Dear Mayor and Commissioners:

We are pleased that you and the Commission wish to engage our Firm to perform legal services for the Town of Surfside (the "Town"). 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 our Firm to serve as Town Attorney. As Town Attorney, we will perform all the responsibilities, tasks and functions set forth in Section 28 of the Town Charter.

2. **Personnel.** Our Firm includes lawyers with specialized expertise in each of the areas and matters required to perform our Charter responsibilities as Town Attorney. In each instance, we will assign an attorney(s) who is experienced in the task being undertaken in order to provide the best representation possible. Because of our previous tenure as Town Attorney, we have a unique understanding of your needs and the attorneys best suited for the Town's legal needs.

I will be the "Town Attorney" who will attend your Council meetings and be generally responsible for the work. I will serve in that capacity for the time necessary to complete a proper transition from your previous Town Attorney. After this period, the Firm will assign the position to another senior Firm partner after prior notice to the Commission.

3. **Fees for Services.** Our fees will be structured as follows:

3.1 **General Legal Services.** We will charge a fixed monthly fee of \$37,000 for all routine day-to-day work for the Town. This fee will cover attendance at the regularly scheduled monthly Town Commission meetings and Planning and Zoning Board meetings, routine in-person meetings and telephone conferences with Commissioners, telephone and in-person conferences with Town staff, all routine land use and zoning matters (except as covered in 3.3 below), legal advice to the Town Manager and Town administration, legal advice to the Town Clerk, advice on ethics issues, Sunshine Law and public records law. This monthly fee also includes the preparation of ordinances, resolutions, and contracts, including drafting and assistance with routine procurement matters.

3.2 **Litigation and Special Projects.** A blended hourly rate of \$425.00 will be billed for all specialized services and projects, litigation matters, mediation and arbitration, labor and employment matters, specialized police matters, as well as other complex matters requiring an extensive amount of attorney resources, including unique Charter-based challenges, extensive code revisions, bond financing, complex procurements and major capital projects.

3.3 **Cost Recovery.** An hourly rate of \$650.00 will be billed for matters for which the Town charges third parties under the Town's Cost Recovery provisions within the Town's Land Development Regulations.

4. **Costs.** In addition to the fees discussed in paragraph 2, certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, delivery charges, special postage, 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.), fees and expenses of experts necessary to assist in the preparation and hearing of cases, and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures.

5. **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.

6. **Withdrawal from Representation.** We reserve the right to withdraw from representing you 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 on any matter.

7. **Artificial Intelligence Technology.** Artificial intelligence technology may be used by the Firm's attorneys and non-attorney staff. The content of all work product produced by the Firm's attorneys and non-attorney staff with assistance of artificial intelligence technology will be reviewed for accuracy, completeness, and legal sufficiency before being transmitted.

8. **Cessation of Representation.** This agreement is terminable at any time upon the decision of a majority of the Town Commission. Upon such termination, we will facilitate a transition to new counsel and provide those records in our possession.

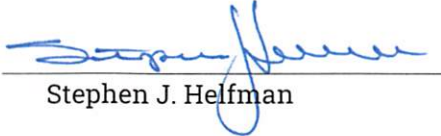
9. **Representation of Other Clients.** We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. We currently are aware of no existing conflicts. Should a conflict arise which is irreconcilable, the Town will engage separate special conflict counsel and the Firm will recuse itself from any involvement.

10. **Commencement of Representation.** If the foregoing is agreeable to you, please confirm your acceptance by signing and returning this letter 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
COLE & BIERMAN, P.L.**

By: 
Stephen J. Helfman

AGREED AND ACCEPTED on ___ May 2026.

TOWN OF SURFSIDE, FLORIDA

By: _____
Shlomo Danzinger, Town Mayor