



**Town of Surfside
Special Town Commission Meeting**

AGENDA

April 26, 2017

5:30 p.m.

**Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154**

Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once reached this capacity, people will be asked to watch the meeting from the first floor.

** Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.*

1. **Opening**
 - A. **Call to Order**
 - B. **Roll Call of Members**
 - C. **Pledge of Allegiance**
2. **Town Attorney Hiring Process Discussion** – Mayor Daniel Dietch
3. **Adjournment**

Respectfully submitted,



Guillermo Olmedillo
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov.

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.

Municipal Attorneys (In-house / Outsourced)

| Municipality | Population | In-house (Y/N) | If outsourced is it a flat rate? | Contract amount (if flat rate) | Nature of Legal Services Included: | Services not Included and Fee Structure | Comments | Outsourced (Name of firm) | |
|---------------------|------------|----------------|----------------------------------|--------------------------------|---|---|---|--|------------------------------|
| Aventura | 37,199 | N | | | | | | Weiss Serota Helfman Cole & Bierman | |
| Bal Harbour Islands | 3,000 | N | Y | \$470,000 per year | | | Agreement is not available | Weiss Serota Helfman Cole & Bierman | |
| Bay Harbor Islands | 6,036 | N | N | | | | \$275 per hour and \$43,200 retainer | Sherman & Sherman, P. A., Attorneys at Law | |
| Biscayne Park | 3,147 | N | N | | | | \$165 per hour | Law offices of John J. Hearn | |
| Coral Gables | 48,000 | Y | | | | | | | |
| Cuttler Bay | 45,000 | N | N | | | | \$189 per hour. The hourly rate is adjusted by 5% increase annually. There is no charge for phone calls from Council members, the clerk, the manager or department directors. | Weiss Serota Helfman Cole & Bierman | |
| Doral | 60,000 | N | N | | | | \$200 per hour; no charge for conversations with elected officials | Weiss Serota Helfman Cole & Bierman | |
| El Portal | 4,000 | N | | \$1,500 per month | | | Currently the Village Attorney does not have a contract it's on a month to month basis | Attorney Joseph Geller | |
| Florida City | | N | N | | | | \$250 per hour | | |
| Golden Beach | 950 | N | | | | | | Weiss Serota Helfman Cole & Bierman | |
| Hialeah | 250,000 | Y | | | | | | | |
| Hialeah Gardens | 24,000 | N | N | | | | | Charles Citrin | |
| Homestead | 67,000 | N | | | | | | Weiss Serota Helfman Cole & Bierman | |
| Indian Creek | 86 | N | | | | | | Weiss Serota Helfman Cole & Bierman | |
| Key Biscayne | 12,344 | N | | | | | | Weiss Serota Helfman Cole & Bierman | |
| Medley | 1,100 | N | | | | | | Weiss Serota Helfman Cole & Bierman | |
| Miami | 50,000 | Y | | | | | | Weiss Serota Helfman Cole & Bierman | |
| Miami Beach | | Y | | | | | | | |
| Miami Lakes | 30,000 | N | Y | \$12,500 per month | The general understanding is that the Firm will dedicate an average of \$15 hour per week to the account. If the firm requires consultation with another firm to supplement their expertise, all attorneys fees will be paid by Gastesi and will not be reimbursed. | Excludes litigation and special projects as assigned by Mayor, Town Council and Town Manager. Excluded services will be billed at \$200 per hour. | | Gastesi and Associates | |
| Miami Shores | 10,500 | N | | | | | | | Genovese, Joblob and Balista |

Municipal Attorneys (In-house / Outsourced)

| Municipality | Population | In-house (Y / N) | If outsourced is it a flat rate? | Contract amount (if flat rate) | Nature of Legal Services Included: | Services not included and Fee Structure | Comments | Outsourced (Name of firm) |
|-------------------|------------|------------------|----------------------------------|--------------------------------|--|--|--|---|
| Miami Springs | 14,500 | N | | \$14,000 per month | Representation of the City, working with the Mayor and City Council and the administration, in all legal matters relating to the City's affairs, from day-to-day administrative issues to the development of policies and programs from the Mayor and Council. The services include, but are not limited to, all areas of municipal law, employment issues, land use and zoning building, permitting, code enforcement and lien law, procurement and contract law, parliamentary law and procedure, constitutional and legislative issues, and economic development and redevelopment issues. | Does not include litigation, certain labor matters, including collective bargaining and claims of discrimination, real estate matters and special projects. | | Weiss Serota Helfman Cole & Bierman, P.L. |
| North Bay Village | 8,500 | N | | \$10,000 per month | Attendance at regular and special meetings and workshops of the Village Commission, Planning and Zoning Board, and staff meetings; prepare and review correspondence, resolutions, ordinances and contract documents, as well as other such related documentation; issue legal opinions on legal matters affecting the Village; review, approve and correct applications for zoning relief; routine negotiations with contractors and other governmental entities; negotiate settlement of disputed claims prior to commencement of litigation; and monitoring and reviewing outside attorneys on workers' compensation, liability and other matters. Not included: Labor Relations services, employment and personnel issues, labor arbitrations or collective bargaining. | Professional services on an hourly basis itemized to the one-tenth hourly increments at the rate of \$175 per hour for additional legal services, except federal litigation which shall be charged at \$200 per hour | | Robert L. Switkes and Associates |
| North Miami | 60,000+ | Y | | | | | | |
| North Miami Beach | 45,000 | Y | | | | | | |
| Palmetto Bay | 23,800 | N | N | | | | The fee for Attorney is \$190 per hour. The fee for paralegals is \$80 per hour. There is no charge for brief telephone calls to or from Village Council, Village Manager, or Village Staff. | Attorney Dexter W. Lehtinen of the Law Firm of Lehtinen, Schulz, Riedi, Catalano, de la Fuente P.A. |
| Pinecrest | 19,300 | N | N | | | | Fee for services is \$225 per hour. There is no charge for telephone calls between Village staff or elected officials and Weiss Serota Helfman's office. A reduced rate of \$210 per hour in litigation matters that are being handled by outside counsel. The fee for paralegals is billed at \$100 per hour. | Weiss Serota Helfman Cole & Bierman |

Municipal Attorneys (In-house / Outsourced)

| Municipality | Population | In-house (Y / N) | If outsourced is it a flat rate? | Contract amount (if flat rate) | Nature of Legal Services included: | Services not included and Fee Structure | Comments | Outsourced (Name of firm) |
|-------------------|------------|------------------|----------------------------------|--------------------------------|---|---|--|----------------------------|
| South Miami | 13,567 | N | Y | \$210,420 | Render all legal services that are required by the City's Charter, including but shall not be limited to: Attending all regular, special and emergency meetings of the City Commission, as well as all planning board and local planning agency meetings. Conferring with and advising the City Commission, the City Manager, City Clerk, the South Miami Community Redevelopment Agency (SMCRA), and the head of all the departments of the City, as well as the head code enforcement and the Chief of Police on legal matters when requested by them. Preparation and/or review of all ordinances, resolutions, contracts, bonds, employment agreements and other documentation or other written instruments in which the municipality is concerned. Endorsement of all resolutions and ordinances with the City Attorney's approval as to the form, language, legality and execution of the documents. Preparation of legal opinions on matters affecting the City as the Commission may direct. Attendance at all City Manager's staff meetings. Defend the City in all complaints, suits, and controversies in which the City is a party, defendant or respondent and prosecute all claims on behalf of the City. | Shall not be required to to serve as legal counsel on matters relating to pensions . The City Attorney shall be responsible for providing legal representation in all labor matter either directly or indirectly by retaining the services of an attorney who specializes in labor related law. However, in no event shall the City Attorney exceed the City's budget appropriation for "Consulting - Labor". | The retainer was \$200,4000 however, it increases by 5% on October 1, 2014. The budget for consulting labor shall not exceed \$50,000. The City Attorney shall bill for labor related matters at the rate of \$200 per hour. | Pepe & Nemire(Ret), LLC |
| Sunny Isles Beach | 21,962 | Y | | | | | | |
| Sweetwater | 21,408 | Y | | | | | | |
| Virginia Gardens | 2,300 | N | | | | | | Jose Herrera (Herrera Law) |
| West Miami | 6,032 | N | | | | | | Akerman Senterfitt |

BAL HARBOUR

Yesterday 12:07 PM

Good morning,

Hope all is well...

Can you please tell me if the agreement for your attorney (legal services) is a flat rate? If so, what is the contract amount?

Thanks

Ramiro Inguazo

Yes for Bal Harbour. \$470k annually

R

Can you get me a copy of the agreement need to see what is included

4/20/17 ysm

BAY HARBOR ISLANDS

Yamileth Slate-McCloud

From: Alba Chang <achang@bayharborislands-fl.gov>
Sent: Thursday, April 20, 2017 3:05 PM
To: Yamileth Slate-McCloud
Subject: RE: Municipal Attorney
Attachments: Appointing town attorneys.pdf

Yamileth,

Attach find a copy of the resolution that was adopted last night pertaining to the Town Attorney Retainer and hourly rates.

Let me know if you need a copy of the executed copy.

*Alba L. Chang, CMC
Deputy Town Clerk*

*Town Of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel. 305-866-6241
Fax 305-866-4863
Email: achang@bayharborislands-fl.gov
Web: www.bayharborislands-fl.gov*

From: Yamileth Slate-McCloud [mailto:yslate-mccloud@townofsurfsidefl.gov]
Sent: Thursday, April 20, 2017 11:49 AM
To: Vicky Motola
Cc: Alba Chang
Subject: RE: Municipal Attorney

Thank you!



Yamileth Slate-McCloud
Human Resources Director
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 861-4863 Ext. 227
Confidential Efax (305) 715-0002
Fax (305) 861-1302
yslate-mccloud@townofsurfsidefl.gov

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPOINTING A TOWN ATTORNEY AND ASSISTANT TOWN ATTORNEYS.

WHEREAS, it is incumbent upon the newly elected Town Council to appoint a Town Attorney and Assistant Town Attorneys; and

WHEREAS, an appropriation for these officials has been provided for in the Operating Budget; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands:

Section 1. That the following shall be appointed to serve the Town as Town Attorney to handle all legal details for the current appointive year for an annual retainer of \$ 43,200.00 plus \$ 275.00 per hour for matters in litigation:

CRAIG B. SHERMAN

Section 2. That the following be appointed as Assistant Town Attorneys to serve only in the absence of the Town Attorney under the supervision and direction of the Town Attorney as a single entity in accordance with the compensation established above.

FRANK C. SIMONE

DREW B. SHERMAN

PASSED and ADOPTED this 19th day of April 2017 .

MAYOR

ATTEST:

BISCAYNE PARK

Yamileth Slate-McCloud

From: Marlen D. Martell <villageclerk@biscayneparkfl.gov>
Sent: Thursday, April 20, 2017 1:22 PM
To: Yamileth Slate-McCloud
Subject: RE: HELP

Yes, it is

From: Yamileth Slate-McCloud [mailto:yslate-mccloud@townofsurfsidefl.gov]
Sent: Thursday, April 20, 2017 12:49 PM
To: Marlen D. Martell
Subject: RE: HELP

Good afternoon,

Thank you... Is it fair to assume that this was executed and it's the most recent agreement available?

Thanks,



Yamileth Slate-McCloud

Human Resources Director
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 861-4863 Ext. 227
Confidential Efax (305) 715-0002
Fax (305) 861-1302
yslate-mccloud@townofsurfsidefl.gov

From: Marlen D. Martell [mailto:villageclerk@biscayneparkfl.gov]
Sent: Thursday, April 20, 2017 12:44 PM
To: Yamileth Slate-McCloud <yslate-mccloud@townofsurfsidefl.gov>
Subject: FW: HELP

Hope this will help.

Great talking to you!!!!

Regards,
Marlen

INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES CONTRACT

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES CONTRACT is made and entered into in duplicate in Miami-Dade County, Florida, this _____ day of _____, 2001, by and between the VILLAGE OF BISCAYNE PARK, a Florida municipal corporation, hereinafter referred to as "VILLAGE", being party of the first part, and JOHN J. HEARN, as a member of the law firm of the Law Offices of John J. Hearn, P.A., hereinafter referred to as "ATTORNEY", party of the second part.

IN CONSIDERATION of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed, promised and covenanted as follows:

1.0 VILLAGE does hereby agree to employ and accordingly does employ ATTORNEY, and ATTORNEY does hereby agree to accept and does accordingly accept employment by the VILLAGE in the capacity of "Village Attorney" for the VILLAGE, all in accordance with the terms and conditions and provisions of said employment as set forth hereinafter.

2.0 ATTORNEY will provide legal services to the VILLAGE. ATTORNEY will provide other services at the direction of the Mayor, Manager, or majority of the VILLAGE Commission (meaning majority of Commission sitting at the time that any vote is taken on a direction to request service from ATTORNEY).

3.0 As full payment and compensation for ATTORNEY's services hereunder, VILLAGE shall pay to ATTORNEY and ATTORNEY agrees to accept from VILLAGE the hourly rate of one hundred sixty five and xx/100 dollars (\$165.00) which shall be invoiced on a monthly basis.

4.0 In addition to the compensation for professional services as set forth above, ATTORNEY shall be permitted to submit to the VILLAGE on a monthly basis for payment by VILLAGE to ATTORNEY an invoice for all reasonable and necessary legal expenses incurred on behalf of the VILLAGE, such as court costs and filing fees, messenger services, and photocopying and facsimile costs not performed by the VILLAGE. The foregoing constitutes reimbursement of expenses to ATTORNEY and not fees for services as contemplated hereunder. ATTORNEY may also request these costs be paid directly by VILLAGE to the billing party, agency or vendor upon their original invoice or billing statement rather than on a reimbursement basis including reimbursement for library books and supplements owned by the VILLAGE and in possession of the ATTORNEY.

5.0 This Independent Contractor Professional Services Contract sets forth the entire agreement between the parties hereto. Any prior conversations or writings are

merged herein and extinguished. No subsequent amendment to this Contract shall be binding upon any of the parties hereto unless reduced to writing and properly signed and executed.

ATTEST:

VILLAGE OF BISCAYNE PARK, FLORIDA

Carmen Spelorzi, Village Clerk

Richard Ederr, Mayor

State of Florida
County of Dade

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the _____ day of _____, 2001, by Richard Ederr and Carmen Spelorzi, Mayor and Village Clerk, respectively.

Notary Public, State of Florida

LAW OFFICES OF JOHN J. HEARN, P.A.

JOHN J. HEARN, Esquire

State of Florida
County of Dade

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the _____ day of _____, 2001, by John J. Hearn, Esquire.

Notary Public, State of Florida

CUTLER BAY

*COUNCIL
AGENDA*

**WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.**

ATTORNEYS AT LAW

MITCHELL BIERMAN, P.A.
NINA L. BONISKE, P.A.
MITCHELL J. BURNSTEIN, P.A.
JAMIE ALAN COLE, P.A.
STEPHEN J. HELFMAN, P.A.
GILBERTO PASTORIZA, P.A.
MICHAEL S. POPOK, P.A.
JOSEPH H. SEROTA, P.A.
SUSAN L. TREVARTHEN, P.A.
RICHARD JAY WEISS, P.A.
DAVID M. WOLPIN, P.A.

A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL ASSOCIATIONS

MIAMI-DADE OFFICE

2525 PONCE DE LEON BOULEVARD

SUITE 700

CORAL GABLES, FLORIDA 33134

TELEPHONE 305-854-0800

FACSIMILE 305-854-2323

WWW.WSH-LAW.COM

BROWARD OFFICE

200 EAST BROWARD BOULEVARD • SUITE 1900

FORT LAUDERDALE, FLORIDA 33301

TELEPHONE 954-763-4242 • FACSIMILE 954-764-7770

DANIEL L. ABBOTT
LYNN M. DANNHEISSER
IGNACIO G. DEL VALLE
ALAN L. GABRIEL
DOUGLAS R. GONZALES
MATTHEW H. MANDEL
BRETT J. SCHNEIDER

LILLIAN ARANGO DE LA HOZ*
SHAWNTOYIA N. BERNARD
BROOKE A. BLOOM

*OF COUNSEL

June 19, 2008

JEFF P.H. CAZEAU
RAQUEL ELEJABARRIETA
CHAD S. FRIEDMAN
R. BRIAN JOHNSON
JOHN J. KENDRICK III
HARLENE SILVERN KENNEDY
KAREN LIEBERMAN*
JOHANNA M. LUNDGREN
KATHRYN M. MEHAFFEY
ALEXANDER L. PALENZUELA-MAURI*
DIANE P. PEREZ
JOHN J. QUICK
ANTHONY L. RECIO
SCOTT A. ROBIN
GAIL D. SEROTA*
JONATHAN C. SHAMRES
ESTRELLITA S. SIBILA
ANTHONY C. SOROKA
EDUARDO M. SOTO
MICHAEL L. STINES
NANCY STUPARICH*
LAURA K. WENDELL*
JAMES E. WHITE

VIA FACSIMILE, E-MAIL & U.S. MAIL

Steven J. Alexander, Town Manager
Town of Cutler Bay
10720 Caribbean Blvd. Suite 105
Cutler Bay, Florida 33189



Re: Retainer Agreement

Dear Steve,

Robert Daddario recently brought to my attention the fact that we did not formally memorialize our arrangement as to the retention of our firm as your town attorney. As you will recall, the firm was selected in March of 2007 based on a request for proposals issued by the Town. At the meeting during which we were selected, the Town Council chose option one of our proposal. Option one is the current model, that is, all attorney time is charged at \$180.00 per hour with reimbursement of itemized costs and no charge for phone calls. This option is subject to a five percent (5%) annual cost of living increase for as long as the firm remains retained. This also assumes an exclusive arrangement whereby all of the Town's legal matters are handled by the firm except for those matters that the firm is unable to handle due to a conflict that can not be resolved. This arrangement has been in effect since March of 2007. Beginning with our bills for April, 2008 the hourly rate was adjusted pursuant to the five percent (5%) adjustment in our proposal. Our other standard retainer language follows.

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 represent the Town of Cutler Bay as the Town Attorneys. We provide all legal services to the Town customarily performed by the town attorneys and as required by the Town Charter and directed by the Town Council.
2. Fees for Services. You will be charged and agree to pay for our services at the rate of \$180 per hour. The rate was recently adjusted to \$189.00 as discussed above. 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 subject to the following:
 - a. The hourly rate is to be adjusted by a 5% increase annually in the month of March.
 - b. There will be no charge for phone calls from Council members, the clerk, the manager or department directors.
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.
5. 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.

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. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

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.

Sincerely,

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

By: 

MITCHELL A. BIERMAN

AGREED AND ACCEPTED on _____, 2008.

TOWN OF CUTLER BAY

By: _____

STEVEN J. ALEXANDER
Town Manager

MAB/ms

cc: Robert Daddario, CPA, Finance Director

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



Legal Fees:

A Cost Effective Solution for Cutler Bay

Weiss Serota's size, low overhead and breadth of experience gives us a unique ability to provide our clients with the most cost-effective solution for their legal services needs. This is because, unlike cities using a solo practitioner, an in-house attorney, or a larger firm that has one or two attorneys who do municipal work, our clients almost never have to hire outside counsel at higher hourly rates. We provide our clients with specialists in every field at regular, city-attorney hourly rates. Additionally, chances are that the legal issues facing the Town are the same ones we have handled over and over for our other municipal clients. For example, the Town saved a great deal of legal fees during its first few months because we were able to adapt most of the start up ordinances, such as those creating the Local Planning Agency and implementing the utility tax, from ordinances that we previously created for other clients. The Town received the benefit of all of the research and writing that went into creating that ordinance without the cost.

In fact, the Town benefited significantly from a great deal of work that Weiss Serota did prior to the Town even incorporating. Specifically, the Town, with legal assistance from the firm, negotiated a very favorable interlocal transition agreement with Miami Dade County in part because Weiss Serota had done the groundwork over the last few years when it negotiated agreements for Miami Lakes and Doral. Additionally, the Town benefited from our experience and our relationships that we acquired in negotiating those prior agreements.

Our clients are savvy consumers and do not choose attorneys based on price alone. It never pays to be "penny wise and pound foolish," especially with the public's business. You understand that there are qualitative differences among lawyers and law firms and you should have the best. Nevertheless, we understand that we are serving the electorate too, and we know they want the best attorneys at the best rates available in the market. You should feel confident that you have been receiving excellent value for your professional services fees. For the past year you have been receiving the services of attorneys whose normal hourly rate is \$450-500 at the heavily discounted rate of \$180.

We have studied your legal expenditures over the past year and have devised three alternative pricing structures from which the Town may choose. We are also open to negotiation based on any one of these options or any other proposal the Town may have.

Option 1: Current Model: All attorney time charged at \$180 per hour, reimbursement of itemized costs, no charge for phone calls.

Option 2: Option 2: Flat fee of \$340,000 covering our legal work for the

Town based on the same nature and scope of work we have performed for the Town during the prior year. The flat fee excludes litigation which is defined as adversarial proceedings before courts, arbitrators, mediators or administrative tribunals. Litigation would be billed at \$250 for partners and \$195 for associates. Costs would be reimbursed at 2.5% of legal fees and there would be no charge for phone calls on any matter.

Each option would include an automatic 5% annual cost of living increase for as long as the firm remains retained. All rates assume an exclusive arrangement whereby all of the Town's legal matters would be handled by the firm except for those the firm is unable to handle due to a conflict that cannot be resolved. The firm is not aware of any current conflicts at this time. However, certain conflicts are inherent in municipal representation. For example, if the Town were to issue bonds it would be necessary to obtain separate, outside bond counsel because a law firm cannot simultaneously serve as Town attorney and outside bond counsel.

With respect to option 1, we have studied your legal expenditures over the past year and determined that approximately 15-20% are non-repeating types of costs relating primarily to transitional issues, special elections, and creation of special zoning districts. Accordingly, you may see a corresponding reduction in fees. Of course, the amount of attorneys fees depends largely on what services the Town Council and staff request. To a large extent, option 1 provides the Council with the maximum amount of control over attorneys fees.

Options 1 and 2 permit the Town to take advantage of the Town's cost recovery ordinance for land development applications. The Town's ordinance allows the Town to recover the cost of processing certain land development applications from the applicant. If the town elects option 2, we will provide the Town with an invoice based on an equivalent hourly rate for each cost recovery matter so that the Town can recover legal fees from the applicant. Of course, some land use matters, including the comprehensive plan, land development code revisions and the two special districts, are generated by the Town and not subject to cost recovery. We expect, however, that in the future the land use work will begin to skew towards developer generated applications.

Option 2 recognizes the growing demand by clients for flat fees for all legal work. A flat fee allows the Town to have certainty and predictability. We do not expect there to be much litigation and we have removed it from the formula in order to save the Town money. We understand that the Town is insured for tort and civil rights liability through the Florida League of Cities. Thus, the League will provide a defense for most suits for damages. Moreover, the County is primarily responsible for defending the Town in any case, including labor arbitration, arising out of the County's provision of police, fire and solid waste services. Accordingly, the Town will likely require litigation services only in the event its land use decisions are challenged or in the event it sues on its own behalf or decides to condemn property for municipal use. We will help you to minimize the chances of a challenge to a land use decision as we have done successfully over the last year. However, if a challenge is filed or if the Town needs to condemn

property through eminent domain or sue to enforce an obligation, our firm has the experience and expertise to handle any such matter and will do so at a fraction of the market rate for attorneys of like experience.

DORAL

**WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.**

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL ASSOCIATIONS

MIAMI-DADE OFFICE

2525 PONCE DE LEON BOULEVARD
SUITE 700
CORAL GABLES, FLORIDA 33134

TELEPHONE 305-854-0800

FACSIMILE 305-854-2323

WWW.WSH-LAW.COM

BROWARD OFFICE

200 EAST BROWARD BOULEVARD * SUITE 1900
FORT LAUDERDALE, FLORIDA 33301
TELEPHONE 954-763-4242 * FACSIMILE 954-764-7770

*OF COUNSEL

MITCHELL BIERMAN, P.A.
NINA L. BONISKE, P.A.
MITCHELL J. BURNSTEIN, P.A.
JAMIE ALAN COLE, P.A.
STEPHEN J. HELFMAN, P.A.
GILBERTO PASTORIZA, P.A.
MICHAEL S. POPOK, P.A.
JOSEPH H. SEROTA, P.A.
SUSAN L. TREVARTHEN, P.A.
RICHARD JAY WEISS, P.A.
DAVID M. WOLPIN, P.A.

DANIEL L. ABBOTT
GARY L. BROWN
JONATHAN M. COHEN
IGNACIO G. DEL VALLE
JEFFREY D. DECARLO
ALAN L. GABRIEL
DOUGLAS R. GONZALES
EDWARD G. GUEDES
JOSEPH HERNANDEZ
JOSHUA D. KRUT
MATTHEW H. MANDEL
ANTHONY L. RECIO
BRETT J. SCHNEIDER
CLIFFORD A. SCHULMAN
ABIGAIL WATTS-FITZGERALD
LAURA K. WENDELL
JAMES E. WHITE

ADRIAN J. ALVAREZ
LILLIAN M. ARANGO
SARA E. AULISIO
SONJA C. DARBY
ROBERT H. DE FLESCO
BROOKE P. DOLARA
RAQUEL ELEJABARRIETA
CHAD S. FRIEDMAN
ERIC P. HOCKMAN
HARLENE SILVERN KENNEDY*
KAREN LIEBERMAN*
JOHANNA M. LUNDRGREN
MIA R. MARTIN
ALEIDA MARTINEZ MOLINA*
KATHRYN M. MEHAFFEY
ROBERT A. MEYERS*
MATTHEW PEARL
JOHN J. QUICK*
TIMOTHY M. RAVICH*
AMY J. SANTIAGO
GAIL D. SEROTA*
JONATHAN C. SHAMRES
ESTRELLITA S. SIBILA
ALISON F. SMITH
ANTHONY C. SOROKA
EDUARDO M. SOTO
JOANNA G. THOMSON
PETER D. WALDMAN*
SAMUEL I. ZESKIND

March 12, 2014

Via Hand Delivery & Email

Mayor Luigi Boria & City Council
City of Doral
8401 N.W. 53rd Terrace
Doral, FL 33166

Re: City of Doral – Legal Representation as City Attorney

Dear Mayor and Council Members:

We are delighted that you wish to engage our Firm to perform legal services for the City of Doral (the "City") as its City Attorney. Our Firm is the preeminent full-service, municipal law firm in South Florida dedicated to serving as the "one-stop shop" for municipalities seeking the services of a city attorney firm with ability to address the full spectrum of issues faced by municipalities. We are confident that we can be of service to the City. We have found that clients appreciate a clear understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

Please allow this letter to set forth our understanding as to the nature and scope of the legal services we will provide for the City, 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 serve as City Attorney. Our services will include the representation of the City, working with the Mayor and City Council and the administration, in all legal matters relating to the City's affairs, from day-to-day administrative issues to the development of policies and programs from the Mayor and Council. The general

services that the Firm will provide include, but are not limited to, all areas of general municipal law, land use and zoning, building, permitting, code enforcement and lien law, procurement and contract law, parliamentary law and procedure, constitutional and legislative issues, and economic development and redevelopment issues, as well as litigation and dispute resolution in all administrative, state, federal and arbitral forums at every level. The specialized services that the Firm is available to provide include, but are not limited to, civil rights and police legal issues, labor and employment issues, collective bargaining, eminent domain, litigation, appellate representation, utilities law, environmental and sustainability law, telecommunications, housing issues, municipal finance, real estate and construction law. The Firm's work will not include those certain police matters of the City that are currently being handled by special counsel.

While the City has engaged our Firm as City Attorney, Mr. Gilberto Pastoriza and Mr. Daniel A. Espino will be designated as co-leads on the representation and be principally responsible for attending to your matters. They will also be assisted by Ms. Lilian Arango. This working team dynamic creates a redundancy effect in which at all times a dedicated lead attorney is knowledgeable about all the issues currently being faced by the City. Mr. Pastoriza and Mr. Espino will attend the regular, special and workshop Council meetings, as well as such meetings with the administration as may arise from time to time. Depending upon the type of matter which needs legal attention, different attorneys of the Firm, with specific specialized expertise and/or experience, may from time to time be assigned by Mr. Pastoriza and Mr. Espino to address the City's particular legal matters, under the supervision of Mr. Pastoriza and Mr. Espino.

2. Fees for Services. You will be charged and agree to pay for our services on an hourly basis at a flat, discounted rate of \$175.00 for all attorneys of the Firm. It is our practice to provide unfettered access to our lawyers, offering open lines of communications (providing home, direct dial and cellular phone numbers), and, as such, we do not charge for conversations with elected officials; instead, we encourage regular and frequent conversation, so that you may be as informed as possible without concern of billable time. Additionally, we routinely staff regular, special and workshop Council meetings with several members of our team, and yet the City will only be charged the rate of one (1) attorney.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, the firm will bill the City for incidental, out-of-pocket costs such as delivery charges, long distance telephone charges, photocopies, postage, faxes, and computer research expenses. Non-incidentals costs such as 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, expert fees, trial/hearing exhibit costs, investigation costs, will continue to be itemized and billed.

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

Mayor Luigi Boria and City Council
City of Doral
March 12, 2014
Representation Agreement
Page 3

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, together with any applicable taxes.

5. 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. Should such a situation arise, you will be immediately informed and a proposed manner to address the conflict will be provided by our office.

6. Withdrawal from Representation and Termination. The City at any time may choose to terminate this agreement with or without cause and shall only be liable for fees and cost incurred up to the date of termination. We, likewise, 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.

7. Fees for Other Services. In the event you ask us to render legal services with respect to matters outside the scope of this representation agreement, the other matters will be handled on ✓ 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 are honored to return to Doral and be of service to the City once more. 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. If you have any questions or concerns, please do not hesitate to contact our office to discuss.

Very truly yours,

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

By:


Gilberto Pastoriza

By:


Daniel A. Espino

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

Mayor Luigi Boria and City Council
City of Doral
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Page 4

ACKNOWLEDGEMENT AND AGREEMENT

Having been duly authorized by an affirmative majority vote of the members of the City Council for the City of Doral, Florida, the undersigned has read this representation agreement and, on behalf of the City of Doral, Florida, agrees to the terms set forth herein.

AGREED AND ACCEPTED on March 19, 2014.

CITY OF DORAL, FLORIDA

By:



Luigi Boria, Mayor

RESOLUTION NO. 14-121

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN EXPANSION OF THE SCOPE OF LEGAL SERVICES PROVIDED BY WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L. AS CITY ATTORNEY TO INCLUDE GENERAL POLICE MATTERS AND FORFEITURES; TERMINATING THE AGREEMENT WITH JOHN J. HEARN, P.A. AS OUTSIDE SPECIAL COUNSEL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 19, 2014, the City of Doral (the "City") engaged Weiss Serota Helfman Pastoriza Cole & Bonsike, P.L. (the "Firm") to serve as City Attorney; and

WHEREAS, John J. Hearn, P.A. was retained in June of 2009 as special counsel to serve as Police Legal Advisor to the City's Police Department; and

WHEREAS, though the Mayor and Council sincerely appreciate the service provided by Mr. Hearn, it has been determined to be in the best interest of the City that general representation and advice to the Police Department, including the handling of forfeiture matters, should be handled by the Firm, as City Attorney, which is capable and willing to handling the additional services under the same terms and conditions as it is currently handlings all others matters for the City; and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Expansion in Scope of Services to Firm. The scope of services of Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., as City Attorney for the City of Doral, is hereby expanded to include provision of general representation and advice of the City of Doral Police Department, including, but not limited to, forfeiture matters,

under the same terms and conditions as the Firm is currently handling all other matters for the City.

Section 3. Termination of Representation by John J. Hearn, P.A. The Independent Contractor Professional Services Agreement with John J. Hearn, P.A., establishing special counsel representation of the Police Department, is hereby cancelled. The deepest gratitude of the City of Doral is hereby conveyed to Mr. Hearn for his many years of dedicated legal service to the City.

Section 3. Implementation. The City Manager is hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Fraga who moved its adoption. The motion was seconded by Councilwoman Ruiz and upon being put to a vote, the vote was as follows:

| | |
|---|-----|
| Mayor Luigi Boria | Yes |
| Vice Mayor Christi Fraga | Yes |
| Councilwoman Ana Maria Rodriguez | No |
| Councilwoman Bettina Rodriguez Aguilera | No |
| Councilwoman Sandra Ruiz | Yes |

PASSED AND ADOPTED this 13 day of AUGUST, 2014.



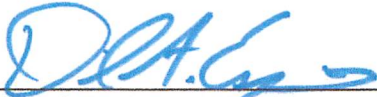
LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL.



WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE
CITY ATTORNEY

RESOLUTION No. 15-169

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN INCREASE TO THE HOURLY RATE OF WEISS SEROTA HELFMAN COLE & BIERMAN, PL AS CITY ATTORNEYS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 19, 2014, the Mayor and City Council for the City of Doral (the "City") approved a representation agreement with Weiss Serota Helfman Cole & Bierman, PL (the "Firm") to serve as City Attorney; and

WHEREAS, it was recognized that the Firm would initially operate under, and bill pursuant to, the hourly rate of its predecessor; and

WHEREAS, the Mayor and City Council reached consensus during a budget workshop to increase the Firm's hourly billing rate to a rate commensurate with the level of service being offered and with the minimum rate currently being offered by the Firm to other municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. An increase in the Firm's hourly rate, from \$175.00 to \$200.00 per hour, is hereby approved.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provision of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

| | |
|----------------------------------|----------------|
| Mayor Luigi Boria | Yes |
| Vice Mayor Sandra Ruiz | Yes |
| Councilman Pete Cabrera | Yes |
| Councilwoman Christi Fraga | Absent/Excused |
| Councilwoman Ana Maria Rodriguez | Yes |

PASSED AND ADOPTED this 9 day of September, 2015.




LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE OF
THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE AND BIERMAN, PL
CITY ATTORNEY

EL PORTAL

Yamileth Slate-McCloud

From: Yenise Jacobi <yjacobi@villageofelportal.org>
Sent: Thursday, April 20, 2017 3:07 PM
To: Yamileth Slate-McCloud
Subject: FW: Attorney

Good afternoon Ms. Slate-McCloud,

Please see below the response. Thank you so much and have a great day!

Respectfully,

Yenise Jacobi



Yenise Jacobi, Village Clerk
Village Of El Portal
500 Northeast 87th Street
El Portal, Florida 33138
Phone: (305)795-7880
yjacobi@villageofelportal.org



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

The Village of El Portal is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our servers and kept as a public record.

From: Irwin Williams [mailto:irwinwilliams@comcast.net]
Sent: Thursday, April 20, 2017 2:48 PM
To: Yenise Jacobi <yjacobi@villageofelportal.org>
Subject: RE: Attorney

RETAINER \$1,500 PER MONTH

From: Yenise Jacobi [mailto:yjacobi@villageofelportal.org]
Sent: Thursday, April 20, 2017 1:05 PM
To: Irwin Williams
Subject: FW: Attorney

Irwin,

Can you please give me the breakdown of how Attorney Geller gets paid. Thank you.

Respectfully,

Yenise Jacobi



Yenise Jacobi, Village Clerk
Village Of El Portal
500 Northeast 87th Street
El Portal, Florida 33138
Phone: (305)795-7880
yjacobi@villageofelportal.org



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Yamileth Slate-McCloud

From: Yenise Jacobi <yjacobi@villageofelportal.org>
Sent: Thursday, April 20, 2017 1:33 PM
To: Yamileth Slate-McCloud
Cc: Irwin Williams; David Rosemond
Subject: RE: Attorney

Good afternoon Ms. Slate-McCloud,

I am in receipt of your request, at this time the Village Attorney doesn't have a contract we are going on a month to month basis. I have requested from Finance Department as to what the payments are to look like thank you so much for your patience. Have a great day!

Respectfully,

Yenise Jacobi



Yenise Jacobi, Village Clerk
Village Of El Portal
500 Northeast 87th Street
El Portal, Florida 33138
Phone: (305)795-7880
yjacobi@villageofelportal.org



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

The Village of El Portal is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our servers and kept as a public record.

From: Yamileth Slate-McCloud [<mailto:yslate-mccloud@townofsursidefl.gov>]

Sent: Thursday, April 20, 2017 12:46 PM

To: Yenise Jacobi <yjacobi@villageofelportal.org>

Subject: Attorney

Good afternoon,

Per our conversation, can you please share the agreement with your village attorney?

Thanks,



Yamileth Slate-McCloud

Human Resources Director

Town of Surfside

9293 Harding Avenue

Surfside, Florida 33154

Phone (305) 861-4863 Ext. 227

Confidential Efax (305) 715-0002

Fax (305) 861-1302

yslate-mccloud@townofsursidefl.gov

NOTE: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

MIAMI LAKES

GASTESI & ASSOCIATES P.A.

8105 N.W. 155 Street, Miami Lakes, Florida 33016

Telephone: 305-818-9993
Facsimile: 305-818-9997

Email: rgastesi@gastesi.com
Website: www.gastesi.com

November 12, 2013

The Honorable Mayor and Members
of the Town Counsel and Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

RE: Retainer Agreement

Dear Mayor, Council members, and Town Manager:

We are pleased that you wish to engage our Firm to perform legal services for the Town of Miami Lakes commencing November 30, 2013. 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 represent the Town of Miami Lakes as Town Attorneys.
2. Fees for Services. We have agreed to fixed fees for all legal services of \$12,500.00 per month, excluding litigation and special projects as assigned by Mayor, Town Council and Town Manager. It is our general understanding that the Firm will dedicate an average of 15 hours per week to this account. Excluded services would be billed at \$200.00 per hour. We have agreed that in the event

that the Firm requires consultation with another firm to supplement their expertise, all attorneys fees will be paid by Gastesi and will not be reimbursed.

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 expenses, delivery charges, long distance telephone charges, photocopies, special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost transcript and Court Reporter's fee for attendance), court costs (such as filing fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in 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.
 5. 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.
 6. Termination by the Town. This Agreement can be terminated by the Town without notice, by majority vote of the Town Council.
 7. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services".
 8. 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 matter 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.
-

9. 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 contract is effective commencing November 30, 2013.

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,

GASTESI & ASSOCIATES, P.A.

By: 
RAUL GASTESI, ESQ.

AGREED AND ACCEPTED on this 12, November, 2013.

TOWN OF MIAMI LAKES

By: 
WAYNE SLATON
Mayor

MIAMI SPRINGS



WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

DANIEL A. ESPINO, ESQ.
PARTNER
DEspino@wsh-law.com

October 14, 2016

Via Hand Delivery & Email (alonsow@miamisprings-fl.gov)

Honorable Mayor Xavier Garcia & Council Members
c/o City Manager, William Alonso
City of Miami Springs
201 Westward Avenue
Miami Springs, Florida 33166

Re: Proposal for Professional Legal Services, City Attorney

Dear Mayor Xavier Garcia & Council Members:

The law firm of Weiss Serota Helfman Cole & Bierman, P.L. (the "Firm") is delighted to submit its proposal for professional legal services to the City of Miami Springs. Our Firm is the preeminent full-service municipal law firm in South Florida dedicated to serving as the "one-stop shop" for municipalities seeking the services of a city attorney as well as providing specialized legal services in virtually every legal discipline, from administrative law to zoning, that the City might need from time-to-time.

Please allow this letter to set forth our proposal as to the nature and scope of the legal services we will provide for the City, 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.** As City Attorney our services will include the representation of the City, working with the Mayor and City Council and the administration, in all legal matters relating to the City's affairs, from day-to-day administrative issues to the development of policies and programs from the Mayor and Council. The general services that the Firm will provide include, but are not limited to, all areas of general municipal law, employment issues, land use and zoning, building, permitting, code enforcement and lien law, procurement and contract law, parliamentary law and procedure, constitutional and legislative issues, and economic development and redevelopment issues. The Firm's work will not include litigation, certain labor matters, including collective bargaining and claims of discrimination, real estate matters and special projects. As excluded matters arise, our Firm will consult with the City Manager and Council, and either propose representation by our office on

Honorable Mayor Xavier Garcia & Council Members
City of Miami Springs
October 14, 2016
Page 2 of 3

different terms or assist in obtaining outside counsel.

I will lead representation of the City and be principally responsible for attending to the City's matters. I may, from time to time, assign other attorneys of the Firm, with specific, specialized experience or expertise to address a particular matter for the City. Subject to unavoidable conflicts, I will attend the regular and special City Council meetings and workshops.

2. Fees for Services. For all City Attorney services provided to the City, as referenced in Paragraph 1 above, you will be charged and agree to pay for our services a monthly flat rate of \$14,000.00, with no ceiling on the amount of time expended addressing City matters.

3. Costs. In addition to the attorney's fees discussed in paragraph 2, the firm will bill the City for incidental, out-of-pocket costs such as delivery charges, long distance telephone charges, photocopies, postage, faxes, and computer research expenses. Non-incidental costs such as 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, expert fees, trial/hearing exhibit costs, investigation costs, will continue to be itemized and billed.

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 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.

5. Withdrawal from Representation and Termination. 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. Likewise, the City at any time may choose to terminate this agreement with or without cause and shall only be liable for fees and cost incurred up to the date of termination.

6. 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.

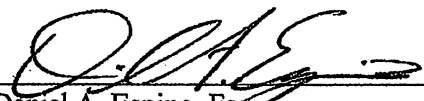
7. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us. We stand ready and able to commence our representation of the City at any time upon your direction. We will make every effort to ensure a seamless transition from Mr. Seiden upon his retirement. If the foregoing is agreeable, please approve these terms and authorize the City Manager to execute this letter of agreement and return an executed copy to our office.

Honorable Mayor Xavier Garcia & Council Members
City of Miami Springs
October 14, 2016
Page 3 of 3

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.

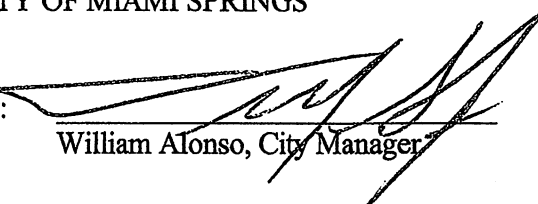
Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By: 
Daniel A. Espino, Esq.

AGREED AND ACCEPTED on October 25, 2016.

CITY OF MIAMI SPRINGS

By: 
William Alonso, City Manager

NORTH BAY VILLAGE

VILLAGE ATTORNEY ENGAGEMENT AGREEMENT

This Village Attorney Engagement Agreement (this "Agreement") explains the nature and scope of the legal services that Robert L. Switkes & Associates, P.A., ("Firm") has agreed to perform for the Municipality of North Bay Village ("the Village"), the fees for these services, the manner in which the fees and costs are determined, and the payment terms.

1. NATURE OF GENERAL LEGAL SERVICES.

1.1. The Municipality of North Bay Village has engaged the Firm to provide the following legal services:

Attendance at regular and special meetings and workshops of the Village Commission, Planning & Zoning Board, and staff meetings; prepare and review correspondence, resolutions, ordinances and contract documents, as well as other such related documentation; issue written legal opinions on legal matters affecting the Village; review, approve and correct applications for zoning relief; routine negotiations with contractors and other governmental entities; negotiate settlement of disputed claims prior to commencement of litigation; and monitoring and reviewing outside attorneys on workers' compensation, liability and other matters. We acknowledge that our services do not include Labor Relations services, employment and personnel issues, labor arbitrations or collective bargaining. These services will be provided by outside labor and employment counsel.

Attached hereto as Exhibit A and incorporated herein by reference are items extrapolated from the Response to the City of North Bay Village Request For Qualifications For Legal Services RFQ No. NBV 2012-02, submitted on July 6, 2012, by Robert L. Switkes, Esq., and which have not been substantially altered or reduced with the exception of services in the area of Labor Relations, attending union meetings, and/or any other services provided by outside labor counsel.

1.2. These services shall be provided under the direction of Robert L. Switkes.

1.3. The Village agrees and will be charged for Municipal Legal Services on a set fee per month starting on February ___, 2014, the sum of \$10,000.00 per month. It is understood and agreed that the Municipal Legal Services will be provided without regard to the amount of time required to perform them, and that the set fee agreed to in this Section 1.3 is unrelated to how much or how little time is expended by the Firm in providing the Municipal Legal Services.

2. ADDITIONAL LEGAL SERVICES

The Firm is authorized to provide additional legal services to the Village beyond the scope of the general legal services that are stated in Article 1 of this Agreement. The Firm will use its best judgment in determining whether it is in the best interest of the Village for it or for outside counsel to provide legal services in each particular instance. When the Firm provides additional legal services for the Village, the Firm will charge for professional services on an hourly basis and will itemize its professional fees in one-tenth (1/10) hourly increments as follows: \$175 per hour for all additional legal services, except federal litigation which shall be charged at \$200 per hour.

3. COSTS.

Certain expenses may be incurred and advanced on the Village's behalf with the Firm expressly acting as the Village's agent. The Village agrees to pay these expenses, which may include, by way of example but not limited to, third party copy charges, court filing fees, deposition transcripts, travel expenses, delivery charges, photocopies and postage. Whenever possible, the Firm will receive authorization from the Village before incurring costs greater than \$500.00. The Village will also be responsible for all government-imposed taxes on fees and costs.

4. PAYMENT OF FEES AND COSTS.

4.1. The Village will be billed by the Firm on a monthly basis for the time spent on a matter and for expenses incurred on the Village's behalf. Client will pay each statement in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.2. Unless the Firm reaches another agreement with the Village in writing regarding payment of fees and costs, the Village understands that non-payment of any invoice for fees and costs which is rendered in accordance with the terms of this Agreement will constitute a default by the Village and the Firm may, in its sole and absolute discretion (subject to court approval, if necessary), cease to provide further legal services to the Village.

4.3. The Village will, however, be liable to the Firm for payment of any fees earned and any costs incurred to that time. The Village further agrees that the Firm shall have the right to withdraw from representing the Village if the client does not make payments required by this Agreement. In such event, the Village agrees to execute such documents as will permit the Firm to withdraw.

5. EFFECTIVE DATE; TERMINATION.

The effective date of this Agreement is February __, 2014. This Agreement shall continue in force and effect for 36 months. This Agreement may be "terminated by either party immediately, for cause." Additionally, this Agreement may be terminated for the convenience of any party upon giving the other party 60 days' written notice. Upon termination, the Firm will transfer all work in progress, completed work, and other materials to the Village's successor counsel. Unless terminated by either party as set forth above, the engagement will automatically renew each year. In such case, the parties may discuss an hourly and monthly rate adjustment for Future Special Projects, Utilities Matters, and Litigation Matters negotiated between the Village and the Firm.

6. OTHER SERVICES.

The Village may have small matters which, depending upon the amount or subject in controversy, do not justify the use of the above-mentioned hourly fees. The Firm and the Village may enter into separate agreements where a contingency fee, a reduced hourly fee or a combination of both is in the best interest of the parties. The Village shall be responsible for costs in any event.

7. PROFESSIONAL LIABILITY INSURANCE.

The Firm will maintain in full force and effect, during this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00).

8. PUBLIC RECORDS.

The Village and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and Sunshine Law (Section 286.011, Florida Statutes). Therefore, the Firm will agree to observe and comply with those laws as they relate to the Village's policies and procedures.

9. INDEPENDENT CONTRACTOR.

The Firm is and shall be in the performance of all work, services, and activities for the Village an independent contractor, and not an employee, agent, or servant of the Village. All persons engaged in any of the work or services performed pursuant to this Agreement, shall at all times, and in all places be subject to the Firm's sole discretion, supervision, and control.

The Firm will exercise control of the means and manner in which it and its employees perform the work, and in all respects, the Firm's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not the Village's employees.

10. COMMENCEMENT OF REPRESENTATION/OTHER SERVICES.

Upon the Village Commission's approval, we will serve as the Village Attorney providing Municipal Legal Services pursuant to the terms and conditions as set forth above.

ROBERT L. SWITKES & ASSOCIATES, P.A.

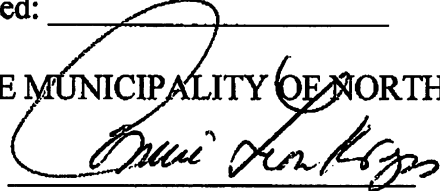
By: _____


Robert L. Switkes

Dated: _____

THE MUNICIPALITY OF NORTH BAY VILLAGE

By: _____


Connie Leon-Kreps
Mayor

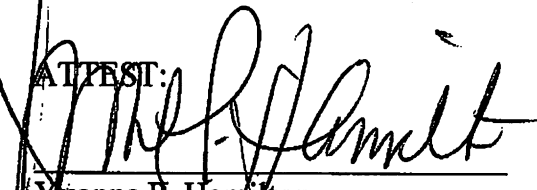
Dated: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE BENEFIT OF NORTH BAY VILLAGE:



David Miller
Village Labor Counsel

ATTEST:



Yvonne P. Hamilton
Village Clerk

EXHIBIT A

The following items are extrapolated from the Response to the City of North Bay Village Request For Qualifications For Legal Services RFQ No. NBV 2012-02, submitted on July 6, 2012, by Robert L. Switkes, Esq., and which have not been substantially altered or reduced with the exception of services in the area of Labor Relations, attending union meetings, and/or any other services provided by outside labor counsel.

I. EXPECTATION OF ATTORNEYS/FIRM

The law firm of Robert L. Switkes & Associates, P.A. and specifically Robert L. Switkes understands that it will be expected to provide legal services in the areas of General Counsel and Planning/Zoning Land Use including:

- a. Robert L. Switkes will attend all meetings of the City Commission, including special and emergency meetings, and all required committee, agency, or board meetings. In addition to the foregoing, Robert L. Switkes shall attend any other meetings as needed, including: General Counsel matters, Planning/Zoning Land Use, as well as any meetings directed by the City Manager;
- b. Prepare any and all necessary resolutions and ordinances;
- c. Prepare any and all legal opinions;
- d. Prepare and review of any and all contracts, memorandum of understanding, as well as such other related documentation;
- e. Serve as liaison with outside counsel, whenever required;
- f. Preparation and review of all ordinances, resolutions, contracts, interlocal agreements, employment agreements, RFQ's/RFP's, bonds legal opinions, deeds, leases, and such other legal or written instruments in which the City is concerned and shall endorse on each approval as to form, language, and execution thereof;
- g. Prosecute and defend, for and on behalf of the City against any and all complaints, suits and controversies in which the City is a party, before any court or other legally constituted tribunal;
- h. Render such opinions on legal matters affecting the City as the Commission may direct;
- i. Attendance at all required meetings and engagement of all such agreements as required by Commission as a condition of employment including, but not limited City Commission Meetings, including special and emergency meetings, and all required committee or agency meetings;

- j. Performance of such other professional duties and functions as may be required by ordinance or resolution of the Commission or the City Charter;**
- k. Provision of legal services includes providing advice in all aspects of municipal law and litigation, and will provide legal advice to the City, its Officials, Officers, Agencies, Boards, Committees, Departments and department employees, and require the availability of the attorneys and firms to attend meetings within the City, as needed, and to provide legal assistance in a prompt and efficient manner. Advice should be provided on local government law and procedures including, but not limited to, Florida Statutes §166 titled Municipalities, appropriations, procurement, competitive bidding, Ethics Code for Public Officials, conflicts of interest and parliamentary procedure. Additionally, Florida Statutes §119 titled Public Records;**
- l. Advice on matters including, but not limited to, zoning, land use, utilities and municipal finance litigation;**
- m. Review, at the manager's or department directors request, correspondence, contracts, standard operating procedures, and any and all other documents or processes;**
- n. Advise the Commission, City Manager, and department heads in all cases when a legal opinion is required and requested;**
- o. Represent the City in all matters in which the City has an interest coming before any court or tribunal, except in such cases as other arrangements may be specifically made by the Commission; and**
- p. Serve as liaison with independent counsel when required.**

PALMETTO BAY

RESOLUTION NO. 2014-37

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE VILLAGE ATTORNEY; AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM REGARDING APPOINTMENT OF DEXTER LEHTINEN AS VILLAGE ATTORNEY AND THE RETENTION OF THE LAW FIRM OF LEHTINEN, SCHULTZ, RIEDI, CATALANO, & DE LA FUENTE, PLLP, FOR THE PURPOSE OF PROVIDING LEGAL SERVICES TO THE VILLAGE OF PALMETTO BAY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3.7 of the Village Charter empowers the Village Council to appoint an individual attorney or a law firm to act as the Village Attorney; and,

WHEREAS, on November 14, 15, and 18th of 2013, the Request for Proposals for Village Attorney/Professional Legal Services (RFP 2013-002) was advertised in the Miami Daily Legal Review. Six firms provided sealed bids and said bids were formally opened on December 20, 2013; and,

WHEREAS, at the Council Meeting of January 6, 2014, the Village Council received all proposals, subsequently conducted individual interviews, and held public presentations at the Council Workshop of February 19, 2014; and,

WHEREAS, Attorney Dexter Lehtinen and the law firm of Lehtinen, Schultz, Riedi, Catalano, & de la Fuente were selected on March 3, 2014, by the Village Council. The Council, via Resolution 2014-17, directed the Village Manager to negotiate a contract pursuant to the terms and conditions proposed in the Request for Proposals and return for approval by the Village Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:


Section 1. The above whereas clauses are incorporated by reference.

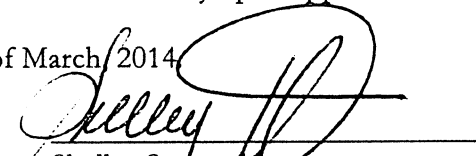
Section 2. The Village Council approves the attached Memorandum Regarding Appointment of Dexter Lehtinen as Village Attorney and the retention of the law firm of Lehtinen, Schultz, Riedi, Catalano & de la Fuente, PLLP, for the purpose of providing legal services to the Village of Palmetto Bay. The Mayor is authorized to execute the Memorandum on behalf of the Village.

Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 19th day of March 2014

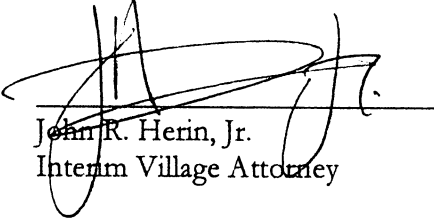
Attest:


Meighan Alexander
Village Clerk


Shelley Stanczyk
Mayor

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:



John R. Herin, Jr.
Interim Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Patrick Fiore YES
- Council Member Tim Schaffer YES
- Council Member Joan Lindsay YES
- Vice-Mayor John DuBois YES
- Mayor Shelley Stanczyk YES

**MEMORANDUM REGARDING APPOINTMENT OF
DEXTER LEHTINEN AS VILLAGE ATTORNEY
AND THE RETENTION OF THE
LAW FIRM OF LEHTINEN SCHULTZ RIEDI
CATALANO DE LA FUENTE, PLLP
FOR THE PURPOSE OF PROVIDING LEGAL SERVICES
TO THE VILLAGE OF PALMETTO BAY, FLORIDA**

This memorandum establishes the understanding between Dexter Lehtinen, a licensed Florida attorney, and the law firm of Lehtinen Schultz Riedi Catalano de la Fuente, a Florida PLLP, on the one hand, and the Village Council of the Village of Palmetto Bay, a Florida Municipality, on the other hand, regarding the provision of legal services.

Village Attorney and Law Firm for Legal Services – Pursuant to the Charter of the Village of Palmetto Bay, which provides that the Council will select an attorney to serve as Village Attorney, the Council has appointed Dexter Lehtinen, Florida Bar 0265551, as Village Attorney. The Village Council also retains the law firm of Lehtinen Schultz Riedi Catalano de la Fuente, PLLP (the “firm”), as the organizational entity through which legal services will be provided, as further defined in RFP No. 2013-002, Section 2.02, entitled “Scope of Services”. Mr. Lehtinen is the primary individual within this firm through which the appropriate legal services of the firm will be provided. In so far as the legal needs of the Village are best served by attorneys with specialized expertise other than the expertise of Village Attorney Lehtinen, or in the event of a direct and unavoidable scheduling conflict precluding Village Attorney Lehtinen’s presence at a meeting which the Village Attorney would otherwise attend, the legal services of the firm of Lehtinen Schultz Riedi Catalano de la Fuente will be utilized. The alternate attorney within the firm for providing such services is Mr. Claudio Riedi; the second alternate is Mr. Bob de la Fuente. Other attorneys from the firm are available as required.

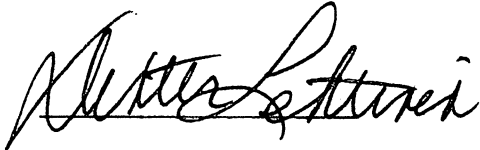
Fees – The fee for Village Attorney Lehtinen and for any alternate attorney is one hundred ninety dollars per hour (\$190/hour). The fee for paralegals (certified graduates of paralegal training) is eighty dollars per hour (\$80/hour). The unit of measure is one-tenth of an hour (1/10 hour). There will be no charge for travel to or from the Village for any reason (Council meetings, Village Manager meetings, Village staff meetings, etc). There will be no charge for brief telephone calls to or from Village Council, Village Manager, or Village staff. Fees will be presented on a monthly basis and will be paid within thirty days (30 days) of presentation.

Costs – Costs will be billed based on actual expenses incurred by the law firm. Costs may include (but are not limited to) delivery charges, out of town travel expenses (travel only with approval of the Village), computer research charges (such as Westlaw), court reporter expenses and transcripts, court expenses (such as filing fees, service of process, and newspaper announcement costs), copying costs, any applicable lobbying registration fees, long-distance telephone charges, expert witness fees (expert witnesses only with the approval of the Village), etc. Costs will be presented with fees and will be paid with payment of fees (within thirty days of presentation).

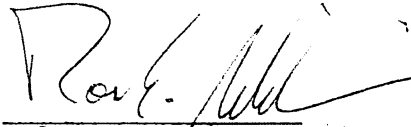
Representation of Other Government Clients – In addition to the applicable rules of the Florida Bar and principles of legal ethics, Village Attorney Lehtinen and the firm agree that they will not represent the municipalities contiguous to Palmetto Bay (Pinecrest, Coral Gables, and Cutler Bay), without permission of the Council of Palmetto Bay. Further, Village Attorney Lehtinen and the firm agree that they will not represent Miami-Dade County or the State of Florida on any matter involving areas contiguous to Palmetto Bay or substantially affecting Palmetto Bay, without permission of the Council of Palmetto Bay.

Termination – Village Attorney Lehtinen and the firm understand that the Council of Palmetto Bay may terminate the Village Attorney and the firm at any time, with or without notice, for any reason satisfactory to the Council in the Council's sole discretion. Village Attorney Lehtinen and the firm may terminate their relationship with forty-five (45) days notice.

Commencement – Village Attorney Lehtinen and the firm will commence providing services upon approval of this memorandum by the Village Council or when the Village Council otherwise specifies.



Dexter Lehtinen, individually
And on behalf of Lehtinen Schultz
Riedi Catalano de la Fuente, PLLP



Ron E. Williams, Village Manager
On behalf of the Village
of Palmetto Bay

Date: _____

Date 5/20/2014

PINECREST

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

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL ASSOCIATIONS

MIAMI-DADE OFFICE

2525 PONCE DE LEON BOULEVARD
SUITE 700
CORAL GABLES, FLORIDA 33134

TELEPHONE 305-854-0800
FACSIMILE 305-854-2323
WWW.WSH-LAW.COM

BROWARD OFFICE

200 EAST BROWARD BOULEVARD • SUITE 1900
FORT LAUDERDALE, FLORIDA 33301
TELEPHONE 954-763-4242 • FACSIMILE 954-764-7770

*OF COUNSEL

September 12, 2013

ADRIAN J. ALVAREZ
LILLIAN M. ARANGO
SARA E. AULISIO
SONJA C. DARBY
ROBERT H. DE FLESCO
BROOKE P. DOLARA
RAQUEL ELEJABARRIETA
CHAD S. FRIEDMAN
ERIC P. HOCKMAN
HARLENE SILVERN KENNEDY*
KAREN LIEBERMAN*
JOHANNA M. LUNDGREN
MIA R. MARTIN
ALEIDA MARTÍNEZ MOLINA*
KATHRYN M. MEHAFFEY
ROBERT A. MEYERS*
MATTHEW PEARL
JOHN J. QUICK*
TIMOTHY M. RAVICH*
AMY J. SANTIAGO
GAIL D. SEROTA*
JONATHAN C. SHAMRES
ESTRELLITA S. SIBILA
ALISON F. SMITH
ANTHONY C. SOROKA
EDUARDO M. SOTO
JOANNA G. THOMSON
PETER D. WALDMAN*
SAMUEL I. ZESKIND

MITCHELL BIERMAN, P.A.
NINA L. BONISKE, P.A.
MITCHELL J. BURNSTEIN, P.A.
JAMIE ALAN COLE, P.A.
STEPHEN J. HELFMAN, P.A.
GILBERTO PASTORIZA, P.A.
MICHAEL S. POPOK, P.A.
JOSEPH H. SEROTA, P.A.
SUSAN L. TREVARTHEN, P.A.
RICHARD JAY WEISS, P.A.
DAVID M. WOLPIN, P.A.

DANIEL L. ABBOTT
GARY L. BROWN
JONATHAN M. COHEN
IGNACIO G. DEL VALLE
JEFFREY D. DECARLO
ALAN L. GABRIEL
DOUGLAS R. GONZALES
EDWARD G. GUEDES
JOSEPH HERNANDEZ
JOSHUA D. KRUT
MATTHEW H. MANDEL
ANTHONY L. RECIO
BRETT J. SCHNEIDER
CLIFFORD A. SCHULMAN
ABIGAIL WATTS-FITZGERALD
LAURA K. WENDELL
JAMES E. WHITE

The Honorable Mayor and Members
of the Village Council
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, FL 33165

Re: Retainer Agreement

Dear Mayor Lerner and Councilmembers:

We are pleased that you wish to engage our Firm to perform legal services for the Village of Pinecrest. 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 represent the Village of Pinecrest as Village Attorneys.

2. Fees for Services. You will be charged and agree to pay for our services at the rate of \$225 per hour. 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 subject to the following:

a. There will be no charge for telephone calls between Village staff or elected officials and our office.

The Honorable Mayor and Members
of the Village Council
September 12, 2013
Page 2

We will charge a reduced rate of \$210 per hour in litigation matters that are being handled by outside counsel and where we are acting in a liaison capacity.

I, Mitchell A. Bierman, will be designated as the lead attorney and Chad Friedman as the deputy lead attorney. A paralegal may be used for real estate transactions in which case paralegal time will be billed at \$100 per hour. Our firm does not bill for assistant/secretary time except as noted below in paragraph 3.

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, special postage (express mail, certified mail and the like), computer research charges (such as Westlaw), 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 (such as real estate purchases), fees and expenses of experts necessary to assist in the preparation and hearing of your case, investigation costs, word processing fees (such as an outside vendor to perform work or an unusual request from the Village for substantial staff overtime), computer charges (such as a fee for accessing a database) and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. Extraordinary Costs ("Extraordinary Costs") in excess of \$500.00 will require prior approval from the Village except in emergencies. The Village agrees to pay our firm for Extraordinary Costs at cost and without any additional charges.

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.

5. 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.

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. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from

The Honorable Mayor and Members
of the Village Council
September 12, 2013
Page 3

each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

We agree that we will advise the Village Council of the nature of any representation involving the City of South Miami, City of Coral Gables, City of Palmetto Bay, and any future local government that might share a boundary with the Village, as well as Miami-Dade County and the State of Florida, to the extent such state or county engagement involves areas contiguous to the Village or could substantially affect the Village's interest.

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.

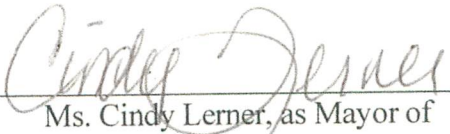
Very truly yours,

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

By: 
MITCHELL A. BIERMAN

AGREED AND ACCEPTED on September 11, 2013.

VILLAGE OF PINECREST

By: 
Ms. Cindy Lerner, as Mayor of
Village of Pinecrest

MAB/msr

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

SOUTH MIAMI

RESOLUTION NO. 72-14-14166

A Resolution authorizing the City Manager to sign a three year contract with Thomas F. Pepe, Esquire, to provide legal services as the City Attorney for the City of South Miami.

Whereas, Article II, Section 7, paragraph A(2) of the Charter of the City of South Miami establishes the office of City Attorney; and

Whereas, the City Attorney is appointed by and serves at the will and pleasure of the City Commission; and

Whereas, the City entered into a previous contract with Thomas F. Pepe for legal services as the City Attorney for South Miami from 2011 to March 15, 2014; and

Whereas, the City extend Thomas F. Pepe's contract for an additional two months to and including May 15, 2014; and

Whereas, the City of South Miami desires to enter into a new three year contract with Thomas F. Pepe.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA THAT:

Section 1: . The City Manager is hereby instructed to sign the contract between the City of South Miami and Thomas F. Pepe, Esquire, for legal services to be provided to the City of South Miami by Thomas F. Pepe, Esquire pursuant to the terms of the contract that is attached to this resolution.

Section 2. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

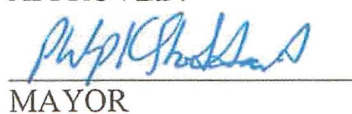
Section 3. Effective Date. This resolution shall become effective immediately upon adoption by vote of the City Commission.

PASSED AND ADOPTED this 15th day of April, 2014.

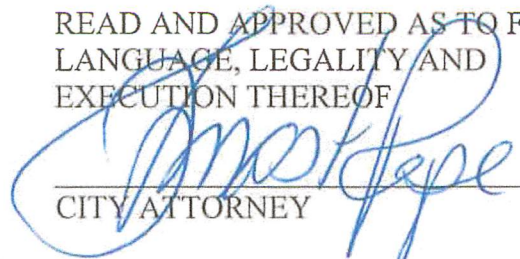
ATTEST:


CITY CLERK

APPROVED:


MAYOR

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF


CITY ATTORNEY

COMMISSION VOTE: 5-0
Mayor Stoddard: Yea
Vice Mayor Harris: Yea
Commissioner Edmond: Yea
Commissioner Liebman: Yea
Commissioner Welsh: Yea

AGREEMENT FOR LEGAL SERVICES

This Agreement is entered into this 16th day of April, 2014, by and between the City of South Miami, located at 6130 Sunset Drive, South Miami, Florida 33143, and Thomas F. Pepe, Esquire, located at 1450 Madruga Avenue, Suite 202, Coral Gables, Florida 33146.

Whereas, Article II, Section 7, paragraph A(2) of the Charter of the City of South Miami establishes the office of City Attorney; and

Whereas, the City Attorney is appointed by and serves at the will and pleasure of the City Commission; and

Whereas, the City desires to enter into a contract with Thomas F. Pepe, Esquire, to provide legal services as the City Attorney for the City of South Miami.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services**. Thomas F. Pepe, Esquire, (hereinafter referred to as "City Attorney") shall render all legal services that are required by the City's Charter, including but shall not be limited to the following:

(a) Attending all regular, special and emergency meetings of the City Commission, as well as all planning board and local planning agency meetings.

(b) Conferring with and advising the City Commission, the City Manager, City Clerk, the South Miami Community Redevelopment Agency (SMCRA), and the head of all of the departments of the City, as well as the head of code enforcement and the Chief of Police on legal matters when requested by them.

(c) Preparation and/or review of all ordinances, resolutions, contracts, bonds, employment agreements and other documentation or other written instruments in which the municipality is concerned. Endorsement of all resolutions and ordinances with the City Attorney's approval as to the form, language, legality and execution of the documents.

(d) Preparation of legal opinions on matters affecting the City, as the Commission may direct.

(e) Attendance at all City Manager's staff meetings.

(f) Defend the City in all complaints, suits, and controversies in which the City is a party, defendant or respondent and prosecute all claims on behalf of the City, as directed by the City Commission, before any court or other legally constituted tribunal. It is understood that in the event that the prosecution, or defense, of legal proceedings requires specialized legal training, education and/or experience, other than the normal training, education and experience of an attorney who has five (5) years of municipal legal experience, the City Attorney's duties and the scope of his work shall not include those legal services for which he is not skilled and experienced in such specialized area of the law. In such case, he is authorized to retain outside independent legal counsel, with advice, consent and approval of

the City Commission. The payment for such outside legal counsel shall be made from the City's budget appropriation for "Legal Services — Outside Litigation Costs."

(g) The City Attorney shall not be required to serve as legal counsel on matters relating to pensions and in all such matters the City shall retain the services of an attorney who specializes in pensions and related legal matters.

(h) The City Attorney shall be responsible for providing legal representation in all labor matters, either directly or indirectly by retaining the services of an attorney who specialized in labor related law. However, in no event shall the City Attorney exceed the City's budget appropriation for "Consulting — Labor."

(i) Such other professional duties that are currently required by City Charter, City ordinance or City resolution.

2. Compensation.

(a) **Legal Services — Retainer:** The total amount of annual compensation for City Attorney's legal services/retainer, other than services relating to labor law, shall be Two Hundred Thousand Four Hundred (\$200,400.00) Dollars. The retainer shall be paid in equal monthly installments and within 15 days of the City's receipt of an invoice for such fee. The invoice shall be submitted to the City no earlier than the fifteenth day of the month that is to be paid. The retainer shall increase by 5% on October 1, 2014.

(b) **Consulting Labor:** The total amount of annual compensation for City Attorney's services involving or relating to labor law shall not exceed Fifty Thousand (\$50,000.00) Dollars. The payment for labor related services shall be billed to and paid from the City's budget appropriation titled "Consulting Labor" ("labor law budget"). The cap for all Consulting Labor compensation shall increase by 5% on October 1, 2014.

(c) In the event that the City Attorney seeks the advice or services of outside counsel on labor related matters, he shall bill for those expenses as part of the City Attorney's labor law budget. The City Attorney shall bill for his labor related services at the rate of \$200.00 per hour. The City Attorney shall not be required to seek the approval or consent by resolution nor otherwise to retain the services of a labor law specialist or for the payment of the City Attorney's labor law services, but in no event shall his fees for such services or the services of outside labor counsel exceed the City's Consulting Labor budget.

- (i) All specialized labor related legal services for attorneys hired to represent the City shall be contracted directly through the City Attorney and the City shall not be directly or indirectly liable for the cost of those services to anyone other than the City Attorney and in any event are not to exceed the limit of available funds in the labor law budget.
- (ii) Nothing in this agreement shall inure to the benefit of any labor law specialists hired by the City Attorney or to the benefit of any other person or entity who is not a signatory to this agreement.

3. Reimbursable Expense. The City shall not be charged for any general office operating costs of the City Attorney, such as office rent, telephone service, electricity, water, heat, air conditioning, in-town meals, the cost of office equipment that is not solely used for City-related business and those other expenses that are not directly related to City business. The City Attorney shall be reimbursed for all expenses incurred on behalf of, or for the benefit of, the City which shall be itemized and billed separately. These expenses include, but are not limited to, copying costs at the rate of 15 cents per page, facsimile transmission cost of 15 cents per page, appearance fee of court reporters, cost for transcription of testimony, witness fees, fees for service of summonses and subpoenas, courier fees, express mailing-type fees, postage, filing fees, travel expenses (at business class fare), out-of-town meals at the rate no greater than stated in Florida Statutes 112.061, accommodations and travel related expenses, expert witness fees, translator fees, cost of investigation, legal research by others, books, dues and publications, continuing legal education relating to municipal law and issues, aerial photography, maps, demonstrative evidence, videographers, etc. An itemized bill will be delivered to the City no more often than every two weeks for reimbursement of these expenses.

4. Term of Agreement and Termination. This agreement shall commence on the day following the approval of this contract by resolution of the City Commission and shall continue without interruption for three years. Either party may terminate and cancel this agreement upon giving one hundred eighty (180) days of notice to the other party. The one hundred eighty (180) days of notice shall commence to run, for a termination by the City, as of the end of the month when the notice is delivered. The City Attorney shall be entitled to receive compensation through and including the last day of the termination period. In the event of termination, all documents, files, notes, memoranda, pleadings, exhibits, project data, reports, evidence and any other document relating to the City or City business shall be delivered to the City Clerk as soon as practicable.

5. Indemnification. The City shall defend, hold harmless and indemnify the City Attorney in the event the City Attorney is made, or is threatened to be made, a party to any proceeding by reason of his status as City Attorney, or by reason of any alleged act or omission which occurred while he was acting as the City Attorney, including but not limited to, any alleged claim, fine, penalty, demand or other legal, equitable, or statutory action, whether groundless or otherwise, which arises out of the apparent scope of his work or his authority as City Attorney. This indemnification provision shall not require the City to indemnify the City Attorney for any liability or cost resulting from his malfeasance, misfeasance or professional malpractice. This provision shall survive the termination of this agreement.

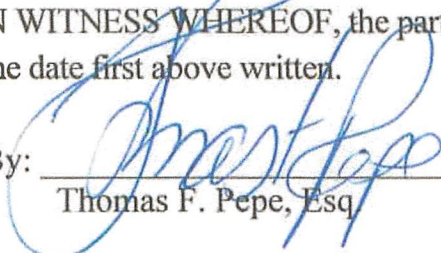
6. Insurance. The City Attorney shall carry the following insurance coverage and provide a copy of the insurance certificate to the City:

- a. Comprehensive General Liability coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations; independent contractors and products and/or completed operations; broad form property damage; and contractual liability endorsement.
- b. Business Vehicular Liability coverage shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability, and Property Damage Liability. This shall include Owned Vehicles, Hired and non-Owned Vehicles and Employees Non-Ownership provided employees are insurable.
- c. Professional Liability (errors and omissions) coverage shall have minimum limits of \$1,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed \$20,000.00 each claim.

7. Independent Contractor. This agreement shall not be deemed to create the relationship of employer employee between the City and City Attorney, and no rights or privileges of an employee of the City shall inure to City Attorney.


8. Agreement Date: The City Manager, acting on behalf of the City, and the City Attorney have executed this agreement as of the date first written above.

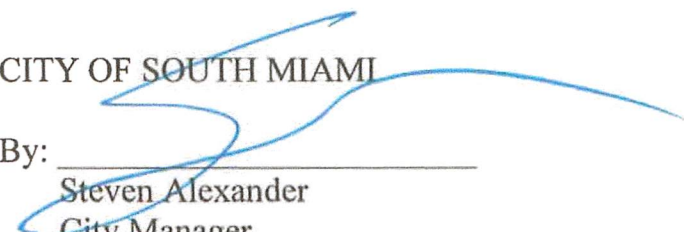
IN WITNESS WHEREOF, the parties hereto have hereinafter put their hand and seals on or prior to the date first above written.

By: 
 Thomas F. Pepe, Esq

ATTESTED:

CITY OF SOUTH MIAMI

Signature: 
 Maria Menendez
 City Clerk

By: 
 Steven Alexander
 City Manager

Read and Approved as to Form, Language,
 Legality and Execution Thereof:

Signature: 
 City Attorney