



# AGENDA ITEM REQUEST FORM

Item No. 99

**Administration  
Town Manager**

**Connie Hoffmann**

Department Submitting Request

Dept Head's Signature

**REG COMMISSION    DEADLINE TO  
Meeting Dates 7:00PM    Town Clerk**

**ROUNDTABLE    DEADLINE TO  
Meeting Dates 7:00PM    Town Clerk**

- Oct 12, 2010
- Nov 9, 2010
- Dec 7, 2010
- Jan 11, 2011
- Feb 8, 2011
- Mar 8, 2011

- Oct 1 (5:00 pm)
- Oct 29 (5:00 pm)
- Nov 23 (5:00 pm)
- Dec 31 (5:00 pm)
- Jan 28 (5:00 pm)
- Feb 25 (5:00 pm)

- Oct 26, 2010
- Nov 22, 2010
- Dec 14, 2010
- Jan 25, 2011
- Feb 22, 2011
- Mar 22, 2011

- Oct 15 (5:00 pm)
- Nov 12 (5:00 pm)
- Nov 30 (5:00 pm)
- Jan 14 (5:00 pm)
- Feb 11 (5:00 pm)
- Mar 11 (5:00 pm)

\*Subject to Change

- Presentation     Reports     Consent     Ordinance
- Resolution     Quasi Judicial     Old Business     New Business

**SUBJECT TITLE:** ENGAGEMENT OF TOWN ATTORNEY'S SERVICES

**EXPLANATION:** At the October 26 roundtable meeting the Town Commission accepted the proposal of the Town Attorney and the Town Manager's recommendation that we continue to utilize the Town Attorney and her firm's services on an hourly rate basis, with the understanding that the firm would forgo the previously-agreed upon increase in hourly rates for the next two fiscal years to assist the Town in controlling legal costs. As a result the hourly rate will remain \$215 for FY 2011 and 2012.

**RECOMMENDATION:** Approval of new engagement letter

**EXHIBITS:** New Town Attorney engagement letter

**FISCAL IMPACT AND APPROPRIATION OF FUNDS:**

- Amount \$400,000     Acct # 001-514.000-500.310 and 001-514.000-500.314
- Transfer of funds required     From Acct # \_\_\_\_\_

Reviewed by Town Attorney  
 Yes     No

Town Manager Initials CH

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

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY  
INCLUDING PROFESSIONAL ASSOCIATIONS

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November 4, 2010

Connie Hoffmann  
Town Manager  
Town of Lauderdale-By-The-Sea  
4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

**Re: Engagement of Weiss Serota Helfman PastORIZA Cole & Boniske, P.L.**

Dear Ms. Hoffmann:

We are pleased that the Town of Lauderdale-By-The-Sea wishes to engage our Firm to provide legal services for the Town. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services and the manner in which our fees for those services will be paid.

1. **Nature of Legal Services.** We have been engaged to serve as Town Attorney for the Town of Lauderdale-By-The-Sea.

2. **Fees for Services.** You will be charged and agree to pay for our services at the rate of \$215 per hour for all attorneys, with an automatic 3% increase each year, beginning on October 1, 2012 and on each October 1 thereafter, together with applicable taxes, if any. It is contemplated that Susan L. Trevarthen will have primary responsibility for the Town's legal affairs. It is our practice to charge for actual time expended on your behalf, but not less than 2/10<sup>ths</sup> of an hour for each activity.

Connie Hoffmann, Town Manager  
November 4, 2010  
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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, to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time.

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

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

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:   
Susan L. Trevarthen

cc: June White, Town Clerk

SLT:ns

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