

RESOLUTION NO. 2000-2

A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING THE LAW FIRM OF BECKER & POLIAKOFF, P.A. TO SERVE AS TOWN ATTORNEY TO THE TOWN OF SOUTHWEST RANCHES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town under its Charter, Section 3.07, needs and requires the services of a Town Attorney; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, has an existing attorney/client relationship with the law firm of Becker & Poliakoff, P.A. (the "Law Firm"); and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, has determined it to be in the best interest of the Town to appoint Gary A. Poliakoff, J.D. of Becker & Poliakoff, P.A. to serve as Town Attorney for the Town.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida, as follows:

Section 1: The Town Council of the Town of Southwest Ranches, Florida hereby appoints Gary A. Poliakoff, J.D. of Becker & Poliakoff, P.A. as Town Attorney for the Town of Southwest Ranches commencing as of August 8, 2000, pursuant to the terms of the retainer agreement/letter dated August 2, 2000 (Exhibit "A" - to be attached).

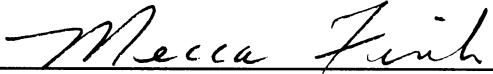
Section 2: The Town Administrator is hereby authorized to execute said retainer agreement.

Section 3: If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

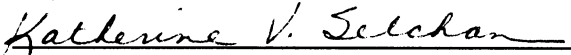
Section 5: This Resolution shall become effective upon its passage and adoption.

ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of August, 2000.



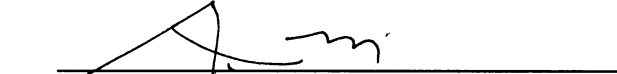
Mecca Fink, Mayor

Attest:



Katherine V. Selchan
Interim Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

BECKER & POLIAKOFF, P.A.

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Florida Offices

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Bern, Switzerland*

August 2, 2000

The Honorable Mecca Fink, Mayor
Town of Southwest Ranches
c/o Jim Ward, Acting Town Administrator
Moyer & Associates
210 North University Drive, #301
Coral Springs, Florida 33071

RE: Agreement for Legal Services

Dear Mayor Fink:

This letter is in furtherance of my correspondence of July 28, 2000, in which I agreed to assist the Town of Southwest Ranches in preparing for its initial Town Council Meeting on Tuesday, August 8, 2000. In said letter, I noted that, subsequent to the initial meeting, I would provide the terms under which the Firm would agree to provide on-going legal services as Town Attorney.

Please be advised that the Firm will perform all duties of Town Attorney as set forth in the Town Charter, and such additional legal services as requested from time to time by the Town Council, Town Administrator and/or other authorized Town official. The scope of these services will include drafting and reviewing ordinances, resolutions and contracts, handling Town-related litigation, land use matters, police forfeitures and other general legal advice and services. I will be the primary attorney who will sit at Town Council meetings and oversee the Firm's legal work.

Compensation for the Firm's services shall be based on an hourly fee of \$175.00 per hour for my time and the time of other Firm attorneys performing transactional type functions for the Town, with the exception of telecommunications related matters which will be billed at the rate of \$200.00 per hour. Fees for litigation will be quoted on a case by case basis, based upon the nature and complexity of the issues being litigated. The Firm will **not** charge for attendance at the eleven Charter required Town Council meetings. Additional meetings will be billed at the above-noted rate. In addition, the Firm will **not** charge for telephone calls with the Mayor, members of the Town Council, or the Town Administrator. It

The Honorable Mecca Fink, Mayor
Town of Southwest Ranches
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is our practice to charge for active time expended on your behalf, but not less than 2/10ths of an hour for each activity.


In addition to the fees discussed above, 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 incurred, we reserve the right to require an additional cost deposit from you prior to undertaking the expenditure of funds on your behalf.

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, at 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 up to that time, together with any applicable taxes.

This retainer shall remain in full force and effect until terminated by either party.

The Firm looks forward to serving as the Town Legal Counsel. Thank you for the confidence evidenced in the Firm through your retention of the Firm to serve as Legal Counsel to the Town of Southwest Ranches.

Very truly yours,



GARY A. POLIAKOFF, J.D.

GAP/ae

The above terms and conditions are agreed to:

Town of Southwest Ranches

By: _____
Mayor Mecca Fink

Attest: _____
Town Clerk