

**RESOLUTION 2001-1**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING THE LAW FIRM OF BECKER & POLIAKOFF, P.A., AS THE TOWN ATTORNEY; AUTHORIZING COMPENSATION; AUTHORIZING THE FORM OF AGREEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

WHEREAS, the Town of Southwest Ranches is a newly incorporated municipality within Broward County; and

WHEREAS, it is necessary for the Town Council to retain a law firm to provide legal council to the Town on various matters; and

WHEREAS, on September 29, 2000, the Town Council advertised for legal services to be provided to the Town; and

WHEREAS, on October 10, 2000, the Town received proposals for the Town of provision of legal services to the Town Council; and

WHEREAS, the Town Council desires to appoint the law firm of Becker & Poliakoff, P.A. to provide the necessary legal services to the Town Council.

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

Section 1: The above referenced recitals are true and correct and incorporated herein by reference.

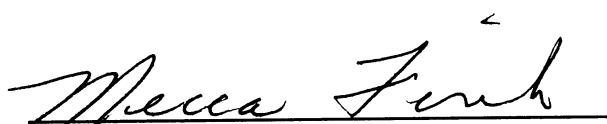
Section 2: The Town Council hereby appoints the law firm of Becker & Poliakoff, P.A. as Town Attorney.

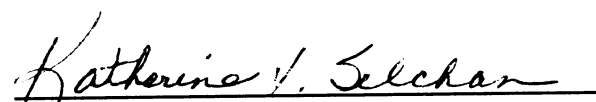
Section 3: The agreement for services attached hereto and made a part hereof as Exhibit A is hereby approved and the Mayor and Town Administrator are authorized to execute said agreement.

Section 4: This resolution shall become effective immediately upon its adoption.

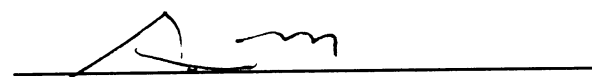
ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of October, 2000.

ATTEST:

  
Mecca Fink, Mayor

  
Katherine V. Selchan  
Interim Town Clerk

Approved as to Form and Correctness:

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

## AGREEMENT FOR LEGAL SERVICES

The Town Council of the Town of Southwest Ranches (the "Town") has decided to engage the firm of Becker & Poliakoff, P.A. as Town Attorney and to perform general legal services for the Town.

### Scope of Services

1. **Nature of Legal Services.** Your firm is requested to serve as Town Attorney and to provide general legal services for the Town. You will perform all duties of Town Attorney as set forth in the Town Charter and Code, and will also provide any other legal services, as requested by the Town Council, Town Mayor, Town Administrator and other Town officials. These services will include drafting and reviewing ordinances, resolutions and contracts; Town-related litigation; land use matters; labor law; police forfeitures, and other general legal advice and services.

The primary attorney will be Gary A. Poliakoff, J.D., who will sit at Town Council meetings and oversee the Firm's legal work.

2. **Fees for Services.**

Compensation for the Firm's services shall be based on an hourly fee of \$175 per hour for each of the attorneys performing transaction type functions and routine litigation to the Town with the exception of highly specialized areas such as Telecommunications and Computer related matters which will be billed at a rate of \$200 per hour. All other litigation will be quoted on a case by case basis, based upon the nature and complexity of the issues being litigated. These rates are offered to government clients at a significant discount as the attorneys proposed to serve the Town typically bill in the range of \$200 - \$400 per hour.

It is a practice to charge for actual time expended on the Town's behalf, but not less than 2/10ths of an hour for each activity.

3. **Costs.** In addition to the fees discussed in paragraph 2 above, certain expenses may be incurred and advanced on the Town's behalf. These expenses may include filing fees, recordings 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, court reporter expenses (including cost of transcript and court reporter's fees for attendance), courts 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 fees for legal services, Town agrees to pay for such out-of-pocket expenditures. In the event that unusually large costs or advances are anticipated, the law firm would consult with the TOWN prior to such expenditure and reserve the right to require an additional cost deposit from TOWN prior to undertaking the expenditure of funds on Town's behalf.

4. **Payment of Fees and Costs.** The Firm's invoices will be submitted to the Town on a monthly basis and each invoice will be due and payable when rendered. If any invoice remains unpaid for more than 30 days after it is rendered, the Firm reserves the right, in its discretion (subject to court approval, if necessary), to cease to provide further legal services to the Town. The Town will, however, be liable to Firm for the payment of any fees earned and any costs incurred by Firm to that time, together with any applicable taxes.

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

6. **Representation of Other Clients.** The Firm is 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.

7. **Commencement of Representation.** If the foregoing is agreeable to Firm, please acknowledge understanding and agreement by signing this agreement as indicated below. This agreement shall be effective as of October 12, 2000.

AGREED AND ACCEPTED:

TOWN OF SOUTHWEST RANCHES

By Mecca Fink  
Mecca Fink, Mayor

By James P. Ward  
James P. Ward  
Interim Town Administrator

As to Firm:

BECKER & POLIAKOFF, P.A.

By Gary A. Poliakoff  
Gary A. Poliakoff, J.D.