



**Town of Surfside
Special Town Commission Meeting**

AGENDA

June 22, 2017

6 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.

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.

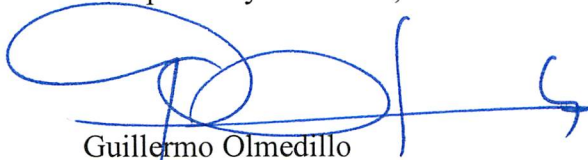
1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**

2. Town Attorney Selection Process Discussion and/or Presentations – Mayor Daniel D. 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.

June 21, 2017

VIA EMAIL

Mr. Guillermo Olmedillo
Town Manager, Town of Surfside
Municipal Building
9293 Harding Ave.
Surfside, FL 33154

Dear Mr. Olmedillo:

Genovese Joblove and Battista, PA is pleased to submit the following financial terms upon which we would be prepared to provide legal services to the Town of Surfside as detailed in your June 16, 2017 memorandum (the "Scope of Work"). For purposes of clarity, we wish to reiterate that, as reflected in your memorandum, the Scope of Work excludes labor law related work and litigation (although we would be pleased to provide such services if and when requested at our reduced municipal litigation hourly rates). Also, as discussed at the last special meeting of the Commission, we understand and appreciate the significance of Sections 90-11 and 90-12 of the Town Code (and have predicated the proposed terms set forth below upon the understanding that, where appropriate, certain land-use work may be performed under circumstances where the costs thereof are essentially borne by the applicant and not the Town). As such, our proposal excludes such development application costs.

It is our hope that you and the Commission can appreciate our difficulty in committing in advance to a flat fee for the Scope of Work, as the number of billable hours associated with the Scope of Work is currently unknown and unknowable. Aside from the numerous obvious variables such as length of meetings, number of special meetings, and level of non-meeting work (beyond the three 8 hour days a week of in office presence), there is also the possibility of very substantial legal work being required in connection with unanticipated extraordinary special projects, which we have no practical way of taking into consideration at this time. Accordingly, this flat fee proposal excludes such extraordinary special projects, for which our firm might need to bill separately.

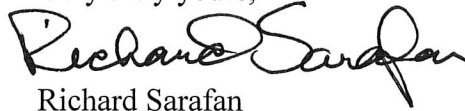
Our firm fully understands, and has a keen appreciation for, the importance of a good ongoing working partnership between an outside Town Attorney firm and the Commission, Manager and Clerk, and we have sought to craft this proposal in a fashion so as to facilitate that partnership while hopefully not giving rise to insurmountable financial issues on either side. Generally, this is best achieved by way of an arrangement for any necessary work to be performed at a straight hourly rate (and we would be happy to proceed along those lines should the Commission so desire, at our reduced municipal hourly rate of \$210 per hour, the lowest rate

we charge any of our municipal clients). However, since the Commission and your memorandum have expressly requested a flat rate proposal, our proposed annual flat rate for the Scope of Work described in and subject to your memorandum and the terms of this letter would be:

\$395,000

Thank you for the opportunity to be considered to serve the Commission, the Administration and the community of the Town of Surfside. Should you have any questions or concerns please do not hesitate to contact me.

Very truly yours,


Richard Sarafan

cc: Yamileth Slate-McCloud
Human Resources Director

June 21, 2017

VIA golmedillo@townofsurfsidefl.gov

Guillermo Olmedillo, Town Manager
Town of Surfside
Municipal Building
9293 Harding Avenue
Surfside, FL 33154

Re: Scope of Work – Written Proposal to Provide Legal Services to the Town of Surfside

Dear Mr. Olmedillo:

In response to your memo of June 16, 2017, requesting a written proposal as a further response to the solicitation for legal services, to include financial terms for services, Greenspoon Marder submits this response, to supplement our previous response to the RFP.

Our scope of work will include:

- At least a mid-level associate in the Surfside offices from 9 am to 5 pm, three (3) days a week;
- The lead attorney will be Joseph S. Geller, who will attend Commission meetings, Planning and Zoning Board (P&Z), Design Review Board (DRB) and Sustainability Sub Committee of the Planning and Zoning Board
- At least an associate attorney will attend all Tourist Board meetings;
- The associate attorney who manages the office shall attend the Development Impact Committee (DIC) meetings; and
- Preparation of Resolutions and Ordinances is included in the flat fee for services submitted herein.

Boca Raton | Denver | Ft. Lauderdale | Las Vegas | Miami | Miami Beach | Naples | Nashville
New York | Orlando | Port St. Lucie | Portland | San Diego | Tallahassee | Tampa | West Palm Beach

In New York, Greenspoon Marder, P.A. practices under the name Greenspoon Marder, P.A. P.C.
In California, Greenspoon Marder LLP practices using the fictitious name and trademark Greenspoon Marder under license from Greenspoon Marder, P.A.

Greenspoon Marder will also provide the following customary services of the Town Attorney's office, at no additional fee:

- Attendance at staff meetings, agenda review meetings;
- Attendance at Code Compliance Special Magistrate hearings as needed;
- Attendance at Personnel Appeals Board hearings as needed;
- Attendance at offsite meetings related to historic preservation and/or environmental related meetings, etc.;
- Attendance at committee meetings;
- Greenspoon Marder will negotiate and communicate with the Florida League of Cities to get the most coverage possible for the Town under our insurance coverage; and
- Greenspoon Marder contact person for assistance at any and all times (24/7) will be Joseph S. Geller: cell: 305-409-4431 / email: Joseph.Geller@gmlaw.com.

Greenspoon Marder's proposal for providing Attorney Services to the Town of Surfside is as follows:

- A flat fee, at an annual cost of \$320,000 per year, payable monthly in 12 equal installments, to include all the services set forth above, subject to the following: labor and litigation services are excluded.
- It should also be noted that our firm provides Bond counsel services, and such services are not typically or customarily included in city attorneys' services, but are considered extraordinary, like labor and litigation, and same are therefore also excluded from the flat fee proposal.
- Per the June 16, 2017 memo, costs to be charged to developers in connection with development applications are also excluded, provided they are to be passed on to the applicants.

Please let me know if there are any questions. We look forward to the opportunity to be of service to the Town of Surfside.

Sincerely,

GREENSPOON MARDER, P.A.

Joseph S. Geller, Esq.



WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

MITCHELL A. BIERMAN

MBierman@wsh-law.com

LILLIAN M. ARANGO

LArango@wsh-law.com

June 21, 2017

Sent Via Email

Mr. Guillermo Olmedillo
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154-3009

Re: Written Fee Proposal to Provide Legal Services to the Town of Surfside

Dear Mr. Olmedillo,

The law firm of Weiss Serota Helfman Cole & Bierman, P.L. (the “Firm”) is pleased to submit its fee proposal for legal services to the Town of Surfside (the “Town”). As noted in our response to the Town’s Request For Qualifications, our firm is the preeminent full-service municipal law firm in Florida dedicated to serving as the “one-stop shop” for municipalities seeking the services of a law firm that has the expertise to handle virtually all of the legal issues that face them.

Fees for Services. The Firm will provide general municipal services to the Town at a fixed or flat fee of \$29,167 per month or \$350,000 annually. As the Town Attorney, our services will include the scope of work listed in the Town Manager’s Memorandum dated June 16, 2017 requesting written fee proposals. The fixed or flat fee does not include labor and employment representation, litigation, any legal fees paid or payable by or recoverable from third parties (including, development projects or applications subject to cost recovery), or Special Projects as further defined herein. Any matters not included within the flat fee will be performed by our firm and billed at hourly rates or flat rates to be agreed upon as they arise. Litigation includes adversarial proceedings before administrative tribunals, courts, mediators, arbitrators and appellate tribunals. Special Projects include non-recurring unanticipated major projects (e.g.,

Mr. Guillermo Olmedillo
Town Manager
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rewrite of land development regulations, general obligation bond issue) not already identified in the Town's current 2016-17 Fiscal Year adopted Budget and arising subsequent to the date of this letter.

Costs. In addition to the fixed or flat rate for attorneys' fees discussed above, the Firm will bill the Town for incidental out-of-pocket costs, such as delivery and courier charges, photocopies, postage, computer and legal research expenses, court reporter expenses (including cost of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper and advertisement publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibits costs and investigation costs.

If the Firm is selected as Town Attorney, we will present a retainer agreement for signature by the Town acknowledging our mutual understanding and agreement with regard to the terms of our legal services. We stand ready and able to commence our representation of the Town at any time upon your direction. We will make every effort to ensure a seamless transition from Town Attorney Linda Miller upon her retirement.

Thank you for your consideration of our Firm.

Very truly yours,



Mitch Bierman and Lillian Arango