

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R2005-209

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING SAMUEL S. GOREN, GOREN, CHEROF, DOODY & EZROL, P.A. AS CITY ATTORNEY FOR THE CITY OF TAMARAC, FLORIDA; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF TAMARAC AND GOREN, CHEROF, DOODY AND EZROL, P.A.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission on April 20, 2005 via Resolution #R2005-72 appointed Samuel S. Goren, Goren, Cherof, Doody and Ezrol, P.A. as City Attorney on an interim basis for the City of Tamarac; and

WHEREAS, Samuel S. Goren, Goren, Cherof, Doody & Ezrol, P.A. has served in this capacity since that time, and the City Commission has determined that pursuant to Article XI of the City Charter Samuel S. Goren, Goren, Cherof, Doody & Ezrol., P.A. is best qualified to serve as City Attorney for the City of Tamarac on a permanent basis; and

WHEREAS, Section 11.01 of the City Charter requires that the appointment of the City Attorney be made by the City Commission; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interests of the citizens and residents of the City of Tamarac to appoint Samuel S. Goren, Goren, Cherof, Doody & Ezrol P.A. as City Attorney for the City of Tamarac, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

November 1, 2005

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2: That the City Commission hereby appoints Samuel S. Goren, Goren Cherof, Doody & Ezrol, P.A. as City Attorney for the City of Tamarac.

SECTION 3: That the appropriate City Officials are hereby authorized to enter into the Agreement for Legal Services attached hereto as Exhibit 1.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.


SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon adoption.






PASSED, ADOPTED AND APPROVED this 23 day of November 2005.


JOE SCHREIBER
MAYOR

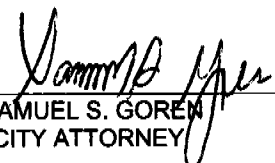
ATTEST:


MARION SWENSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR SCHREIBER	
DIST 1: COMM. PORTNER	
DIST 2: V/M TALABISCO	
DIST 3: COMM. SULTANOF	
DIST 4: COMM. ROBERTS	

I HEREBY CERTIFY that
I have approved this
RESOLUTION as to form.


SAMUEL S. GOREN
CITY ATTORNEY

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into the 23 day of November, 2005 by and between:

CITY OF TAMARAC, FLORIDA
a municipal corporation
7525 NW 88th Avenue
Tamarac, FL 33321
(hereinafter referred to as "CITY")

AND

GOREN, CHEROF, DOODY, EZROL, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Fl. 33308
(hereinafter referred to as "FIRM")

WHEREAS, on November 23rd, 2005, the City Commission appointed the law firm of GOREN, CHEROF, DOODY & EZROL, P.A. as City Attorney to handle and supervise the general legal services of the CITY; and

WHEREAS, the FIRM is to be paid an hourly rate of \$175.00 per hour which is not to exceed the budgeted amount adopted annually by the City Commission at its regular budget meeting, excluding litigation, issuing bond counselor's services, legislative liaison activities, general ethics matters for administration staff, administrative matters and proceedings, and additional special services which services may be paid at an agreed upon hourly or flat rate; and

WHEREAS, the FIRM may bill the CITY for reasonable and ordinary expenses including, but not limited to, telephone costs, postage, copying costs, facsimiles, messenger service (i.e. Federal Express), court costs, including but not limited to, filing fees, service of summons, service of subpoenas, witness fees (including expert witness fees), court reporter fees, etc., said expenses being in addition to attorney's fees as set forth in the above Whereas clause;

NOW, THEREFORE,

Each Whereas clause set forth above is included as a term of this Agreement as if specifically set forth below:

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Section 1. **TERM OF AGREEMENT**

1.01 This Agreement shall be effective upon execution of the parties and it shall remain in full force and effect until such time as the Agreement is terminated as provided for herein or modified by mutual consent of both parties. Approval of the next year's budget by normal City procedures shall be a renewal and modification of this Legal Services Agreement.

Section 2. **DUTIES OF FIRM**

2.01 The FIRM is to handle all general legal services for the CITY and direct the City Attorney's Office. FIRM shall have the right to utilize any attorney employed by FIRM for any services rendered to CITY without first obtaining prior consent of the CITY.

Section 3. **FEES AND PAYMENT FOR SERVICES**

3.01 The FIRM is to be paid an hourly rate of \$175.00 per hour or lesser sums which will not exceed the budgeted amount adopted by the City Commission at its regular budget meeting, excluding litigation, issuing bond counselor's services, or other services required pursuant to public finance matters, legislative liaison activities, general ethics matters for administration staff and other employees, and additional special services as requested by the CITY which services may be paid at an agreed upon hourly or flat rate initially agreed to at the time the supplemental services are required. In addition, the FIRM may bill the CITY for reasonable and ordinary expenses including, but not limited to, telephone, postage and copying costs, facsimiles, messenger services, and court costs, which will include but not be limited to, filing fees, service of summons, service of subpoenas, witness fees (including expert witness fees), court reporter fees, etc.

Section 4. **ASSIGNMENT**

4.01 The FIRM shall not assign, or transfer its rights, title or interests in the Agreement nor shall the FIRM delegate any of the duties and obligations undertaken by the FIRM without the CITY'S prior written approval.

Section 5. **TERMINATION**

5.01 This Agreement may be terminated by either party upon thirty (30) days notice of termination.

Section 6. **INSURANCE**

6.01 Within ten (10) days of the execution of this Agreement the FIRM shall provide the City, with a copy of the FIRM'S malpractice insurance (if not already on file with the City Clerk's office).

Section 7. **GOVERNING LAW; VENUE**

7.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

7.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Section 8. **ENTIRE AGREEMENT**

8.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver, or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 9. **SEVERABILITY**

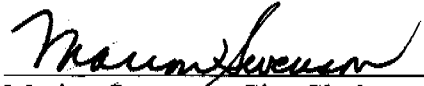
9.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

[INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY OF TAMARAC, FLORIDA

ATTEST:



Marion Swenson, City Clerk

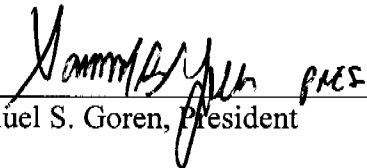


Mayor Joseph Schreiber

APPROVED AS TO FORM:

Independent Legal Counsel

GOREN, CHEROF, DOODY & EZROL, P.A.



Samuel S. Goren, President

SSG:mp

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CLARK →
J. Miller
on copy
of agreement

RECEIVED
CITY OF TAMARAC
CITY MANAGER

LAW OFFICES OF
ANDREW S. MAURODIS

150 N.E. 2ND AVENUE
DEERFIELD BEACH, FL 33441
TELEPHONE (954) 480-4265
TELECOPIER (954) 480-4490

14 ROSE DRIVE
FT. LAUDERDALE, FL 33316
TELEPHONE (954) 463-9077
TELECOPIER (954) 463-9027

REPLY TO: DEERFIELD BEACH

November 2, 2005

Jeffrey L. Miller, City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, Florida 33321-2401

RE: Agreement for Legal Services

Dear Mr. Miller:

I have been asked to review the Agreement for Legal Services between the City of Tamarac and Goren, Cherof, Doody & Ezrol, P.A. I have reviewed the agreement. I find the agreement acceptable as to form and one that the City Commission may safely approve. I also note that it is a reasonable agreement which should serve the City quite well.

Please let me know if you need any further input.

Sincerely,



Andrew S. Maurodis

ASM:jms

cc: Samuel S. Goren, Esquire

2005 NOV -8 AM 8:35
RECEIVED
CITY OF TAMARAC
CITY CLERK