

Law Office Daniel Lauber

Law Office of Daniel Lauber

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Retention and Fee Agreement

This agreement constitutes the sole retention and fee agreement for consulting services and other assistance related to developing the City of Delray Beach's land development regulations for community residences for people with disabilities. This agreement is between the Law Office of Daniel Lauber and the City of Delray Beach, Florida (hereinafter "City of Delray Beach"), represented by Mayor Cary Glickstein who certifies that he is authorized to enter into this agreement on behalf of the City of Delray Beach, Florida.

The City of Delray Beach agrees to pay the Law Office of Daniel Lauber for the services listed below at the rate of \$300 per hour (half rate for travel time) plus reimbursement for any *extraordinary* expenses (including, but not limited to lodging, meals, airfare and other transportation fares, and the cost of photocopying) to provide consulting services to:

1. Produce an expert report on the current state of Delray Beach's land development regulations governing community residences for people with disabilities that identifies regulatory needs and approaches within the context of sound planning and zoning practices and principles and national fair housing and state requirements, and that provides the basis for amendments to the city's land development regulations for community residences for people with disabilities
2. Draft an ordinance for the City Attorney's office to finalize that revises the city's land development regulations for community residences for people with disabilities in accord with sound planning and zoning practices and principles as well as the nation's Fair Housing Act and Florida state statutes that affect local zoning for the different types of community residences for people with disabilities
3. If the city requests, draft, for the City Attorney's office to finalize, a licensing ordinance for structured sober living homes and/or other types of community residences for people with disabilities for which the State of Florida does not currently require a license

4. If the city requests, furnish expert testimony before the City Commission and/or Planning and Zoning Board in support of the drafted ordinance or ordinances.

The City of Delray Beach agrees to provide in a timely manner the documents Mr. Lauber requests to accomplish the tasks specified in this agreement. These include, in electronic form:

1. All state statutes (and if relevant, regulations) that affect local zoning for community residences for people with disabilities
2. Current, fully updated Delray Beach land development regulations
3. Current relevant building and/or property maintenance code provisions Delray Beach has adopted, including, but not limited, to occupancy restrictions
4. Information on the number and location of existing community residences for people with disabilities, if possible by type of disability served and other characteristics of the community residences as needed. The city will provide, to the extent feasible, highly legible maps showing the location of existing community residences (by type of population served) as well as by other characteristics as needed
5. Any additional existing studies and information on community residences for people with disabilities that may be needed to complete the aforementioned study and prepare ordinance drafts
6. Court decisions forming the applicable case law in Florida and its federal circuit
7. Information about relevant Florida state legislation that governs local zoning
8. Current interpretation of the city's current zoning treatment of community residences for people with disabilities
9. Identify specific city staff contacts for information and data
10. Any relevant forms, recordings and/or transcriptions of public hearings; and other information, materials, and needed documentation available from the city

The total cost of services provided under this retention agreement shall not exceed \$15,000 without the express written approval of City Attorney Max Lohman. This approval may be in the form of an email or a printed or electronic letter. This figure is not an estimate of the total cost of services since several items are to be conducted only at the city's discretion.

The Law Office of Daniel Lauber will present an invoice to the City of Delray Beach via Mr. Lohman once a month. The City of Delray Beach agrees to pay each invoice within 20 days of receiving it. Overdue unpaid amounts, if any, shall accrue interest at the rate of one percent per month on the balance due.

Any amendments to this agreement must be signed and dated by each signatory below or other designated legal representative. Either party may terminate this agreement by written notice delivered by mail or via verified email. Any unpaid funds due to the Law Office of Daniel Lauber upon termination shall be paid within 15 business days of the termination of this agreement or completion of this project.

The City of Delray Beach will provide a signed copy of this agreement to engage the consulting services of the Law Office of Daniel Lauber.

This agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida without regard to any conflict of laws principles. Both parties agree and accept that jurisdiction of any controversies or legal issues arising out of this agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

In any litigation brought by a party to this agreement to enforce the terms of this agreement, each party shall bear its own attorney's fees and costs incurred in connection therewith, including fees and costs on appeal.

The following representatives of each party to this Retention and Fee Agreement accept it on behalf of their respective entity:

Signed:



Daniel Lauber, Attorney
Law Office of Daniel Lauber
7215 Oak Avenue
River Forest, Illinois 60305
Date: January __, 2017

Cary Glickstein, Mayor
City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444
Date: January __, 2017