

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2007-169**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE LAW FIRM OF THOMAS D. WRIGHT TO SERVE AS THE ATTORNEY FOR THE CITY'S CODE COMPLIANCE BOARD; AUTHORIZING THE CITY MANAGER TO EXECUTE AND IMPLEMENT THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Code of the City of Marathon (the "City") requires that the Code Compliance Board be advised by independent legal counsel; and

**WHEREAS**, the City Council of the City of Marathon (the "City") desires to enter into an Agreement with the law firm of Thomas D. Wright to serve as the attorneys for the City's Code Compliance Board;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Agreement between the City of Marathon and Thomas D. Wright (the "Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

**Section 3.** The City Manager is authorized to execute the Agreement and to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section 4.** This resolution shall take effect immediately upon its adoption.


**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 27<sup>th</sup> day of November, 2007.

**THE CITY OF MARATHON, FLORIDA**

  
**Edward P. Worthington, Mayor**

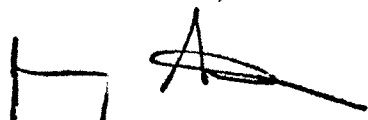
AYES: Bull, Cinque, Tempest, Vasil, Worthington  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
Diane Clavier  
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
City Attorney

## AGREEMENT FOR CODE COMPLIANCE BOARD ATTORNEY SERVICES

THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of November 2007, between the City of Marathon, a Florida Municipal Corporation (the "City"), and Thomas D. Wright ("Wright").

### THE PARTIES AGREE AS FOLLOWS:

1. Nature of Legal Services. Wright shall represent the Code Compliance Board at ten meetings during the fiscal year starting October 1, 2007 and ending September 30, 2008. As part of this representation Wright will also review code board orders from those meetings.

2. Fees for Services. The City will be charged and agree to pay for Wright's services at an hourly rate of two hundred and fifty dollars per hour (\$250). Wright will charge this rate for all services provided. Wright will not exceed a budget of seven thousand five hundred dollars (\$7,500) for the above referenced services. If the City requires Wright to attend additional meetings or perform additional services Wright will charge the same hourly rate and the budget should be adjusted accordingly.

3. Payment of Fees and Costs. Wright's invoices will be submitted to the City on a monthly basis and each invoice will be due and payable when rendered. In the event that any invoice remains unpaid for more than 30 days after it is rendered, Wright reserves the right, in its discretion (subject to court approval, if necessary), to cease to provide further legal services to the City. The City will continue to be liable to Wright for the payment of any fees earned and any costs incurred by it to that time, together with any applicable taxes. In the event Wright is ultimately required to bring suit to collect any unpaid fees and costs, the City will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. Wright further has the right to retain any and all files, papers and other property coming into its possession in connection with its engagement without any liability to the City until Wright has been paid all costs, fees and interest due it under this Agreement. The City further agrees to the imposition of a charging lien for any monies due Wright on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice, which remains unpaid for more than 30 days after it is rendered.

4. Term. This Agreement shall become effective upon the execution by both parties and shall remain in force until the end of the fiscal year ending September 30, 2008 ("Term"). This Agreement shall automatically renew at the beginning of each fiscal year thereafter, unless either party terminates the Agreement not later than 30 days prior to the expiration of the Term of this Agreement or any subsequent renewal term, as the case may be.

5. Withdrawal from Representation. Wright reserves the right to withdraw from representing the City if the City has misrepresented or failed to disclose material facts to Wright, or if Wright disagrees about the course of action which should be pursued.

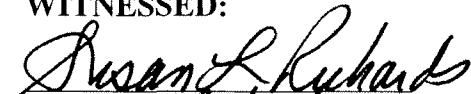
6. Representation of Other Clients. Wright is bound by rules of legal ethics not to

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.

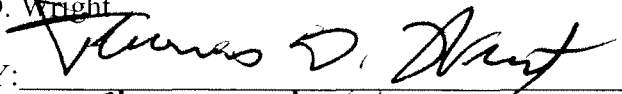
7. Fees for Other Services. In the event the City requires Wright to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this Agreement.

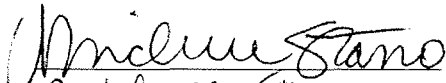
IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSED:

  
Susan L. Richards

Thomas D. Wright


BY:   
Print Name: Thomas D. Wright

  
Michelle Stano

THE CITY OF MARATHON

BY:   
Mike Puto, City Manager

ATTEST:   
Diane Clavier, City Clerk

APPROVED:   
City Attorney