

Sponsored by: Mayor Ramsay

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-136**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING ENGAGEMENT AGREEMENT WITH JOHNSON ANSELMO MURDOCH BURKE PIPER & HOCHMAN, P.A. TO PROVIDE LEGAL REPRESENTATION IN THE PROBATE LITIGATION CAPTIONED “IN RE THE ESTATE OF JOSEPH ARDOLINO, II, DECEASED, CASE NO. 06-CP-14-M” AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE ENGAGEMENT AGREEMENT ATTACHED AS EXHIBIT “A”; EXPENDING BUDGETED FUNDS ON BEHALF OF THE CITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is the named respondent in the Circuit Court for Monroe County, Florida Probate Division Case No. 06-CP-14-M, captioned “In Re the Estate of Joseph Ardolino, II, deceased (the “Probate Matter”); and

WHEREAS, the City Council of the City of Marathon, Florida (the “City”), agrees to enter into an Engagement Agreement with Johnson Anselmo Murdoch Burke Piper & Hochman, P.A. to represent the City in connection with the Probated Matter; and

WHEREAS, the Mayor is authorized to execute the Engagement Agreement, a copy of which is attached on Exhibit A hereto;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

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

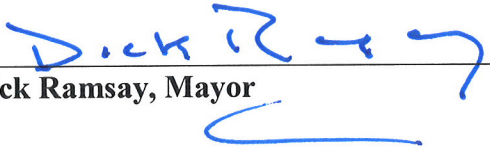
Section 2. The Engagement Agreement between the City of Marathon and Johnson Anselmo Murdoch Burke Piper & Hochman, P.A. for legal services for the City (the “Agreement”), a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

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

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 21st DAY OF OCTOBER, 2014.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

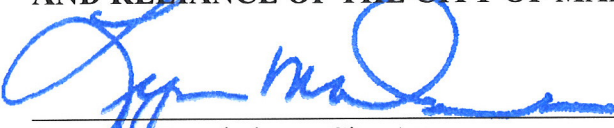
AYES: Bartus, Bull, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


for Helene H. Palmer
Diane Clavier, City Clerk

(City Seal)

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



Lynn M. Dannheisser, City Attorney

ENGAGEMENT AGREEMENT

The **City of Marathon** (hereinafter referred to as "Client" or "you"), hereby engages, retains, and employs JOHNSON, ANSELMO, MURDOCH, BURKE, PIPER, & HOCHMAN, P.A., including its attorneys, paralegals, staff, and other professionals (the "Firm"), to provide legal representation with respect to the litigation captioned "In re the Estate of Joseph Ardolino, II, deceased, Case No. 06-CP-14-M," pending in the Probate Division of the Circuit Court for Monroe County Florida, on the following terms:

1. **FEES:** The Firm is employed in this case on an hourly basis. No maximum fee has been quoted, and no guarantee of results has been or will be made. All of the Firm's expressions relative to this case are only opinions. Our fee is based on the amount of time we devote to your case. It is impossible to determine in advance how much time will be needed. The amount of time spent on your case reflects all services provided by our attorneys and paralegals, including, without limitation, conferences, telephone calls, pretrial discovery, depositions, trial preparation, document drafting, correspondence, pleadings, negotiations, analysis, legal research, court time, and travel to and from locations away from our offices. Any figures we quote to you for the total charge for our services are merely estimates. Your adversary, the opposing attorney, or others, may engage in activities beyond our control that require time that was not originally contemplated.

2. **RATES:** You will be billed for the actual time expended on your case at the rate of **\$200.00** per hour for the Firm's attorneys and **\$85.00** per hour for the Firm's paralegals. This rate schedule may be adjusted from time to time and, if adjusted, will affect the hourly rates of the attorneys and paralegals working on this matter. As a courtesy, the Firm's initial retainer in the amount of \$7,500 has been waived for this case.

3. **BILLS:** You will be billed on a monthly basis for the fees and costs incurred in this case. Full payment of each monthly bill is due within 30 days of the date the bill is issued.

4. **COSTS:** We may advance costs on your behalf in such amounts as we determine are necessary to represent you. Such advances of costs will be for expenses, including, without limitation, long-distance telephone calls, fax transmissions, postage, photocopies, document imaging, computerized research, out-of-town travel expenses (including all meals, travel, and out-of-town lodging), deposition expenses (including costs of transcripts and court reporters' fees for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), fees for accountants, appraisers, actuaries, investigators, economists, other attorneys, and other experts and professionals that we deem necessary to assist in the preparation and handling of your case. You are responsible for paying all costs incurred on your behalf, including, without limitation, the fees of any experts or professionals engaged on your behalf. By this Retainer Agreement you appoint us as your agent to engage such experts and professionals on your behalf.

DATED this 22nd day of October 2014.

City of Marathon

By:

Dick Ramsey
Signature

DICK Ramsey
Print name

As:

MAYOR
Title of representative