

Sponsored by: Mayor Ramsay

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-90**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING UPDATED FEE AGREEMENT WITH GRAY-ROBINSON, AND AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; EXPENDING BUDGETED FUNDS ON BEHALF OF THE CITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Marathon, Florida (the "City"), agrees to amend the fee agreement with Gray Robinson, P.A. (the "Firm") entered into on August 16, 2012; and

WHEREAS, the original fee agreement with the Firm allows for a 5% increase on the anniversary date of the agreement; and

WHEREAS, the Mayor is authorized to execute the fee 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 Fee Agreement between the City of Marathon and Gray-Robinson, 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 12th DAY OF AUGUST, 2014.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

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

ATTEST:

for: Hilary 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
Lynn M. Dannheisser, City Attorney

LYNN.DANNHEISSER@GRAY-ROBINSON.COM

August 12, 2014

Via U.S. Mail and E-Mail

Honorable Mayor and Council
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

Re: Update to Fee Agreement with GrayRobinson, P.A. (the "Firm")

Dear Mayor and Councilmembers:

Thank you for your continued confidence in our Firm. It has been two years since the first engagement letter with us and it appears we extended the same hourly rate to you that has been yours for the many years John Herin represented the City. As we approach budget time, however, and with the undersigned now serving as your City Attorney, I would respectfully request we update this hourly fee to \$200.00 per hour. This is, of course, still a very discounted rate as my private hourly billing rate is at minimum \$400.00 per hour. In addition, this hourly rate is still among the lowest permitted by the firm for representation of municipalities. We are happy to extend this courtesy.

Please rest assured that despite the minimal increase in hourly rate, as I indicated in the special budget workshop, we do not intend to raise the overall budget for the City Attorney's Office. It will remain the same as last year.

If the foregoing meets with your approval, please have the Mayor sign a copy of this letter in the space provided below to evidence the City's consent and approval and return to us.

We are pleased to represent the City of Marathon, Florida and will ensure that the performance of our services will continue to be provided in a prompt, cost effective and efficient manner. We encourage every Councilmember to communicate with us at any time you have questions on the status or progress of the work we are performing for the City.

Thank you again.

Sincerely,



Lynn M. Dannheisser

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City of Marathon, Florida
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ACKNOWLEDGMENT AND AGREEMENT

On behalf of the City of Marathon, Florida, the undersigned has read this engagement letter and the enclosed policy regarding fees and expenses and agrees to the terms set forth in this engagement letter and the enclosed policy.

Dated this 19th day of August, 2014.

CITY OF MARATHON, FLORIDA

By: Dick Ramsay
Dick Ramsay, Mayor

POLICY REGARDING FEES AND EXPENSES

FEES:

Quality legal services and good results require ability and effort. These are our "stock in trade." Generally, our fees are based on our skill, the time expended, and the responsibility involved. While our fee in most cases will be based mainly on the time devoted to the matter and the professional skill involved, the Supreme Court of Florida has ruled that where a favorable result has been obtained for a client, a reasonable attorney's fee may include consideration of that favorable result and may result in a fee greater than one based solely on a normal hourly rate. We will charge such a fee where we believe it is justified and in accordance with the Supreme Court's guidelines. Those guidelines involve factors other than the amount of time required, such as the uniqueness and complexity of the questions involved, the skill required to provide proper legal representation, familiarity with the specific area of law involved, the preclusion of other engagements caused by acceptance of this engagement, the magnitude of the matter, the results achieved, customary fees for similar legal services, and the nature and length of our relationship. All these factors have a significant bearing on the reasonable value of the services performed.

EXPENSES:

You will be charged a reasonable rate for computerized document production, postage, reproduction, telecopies, couriers, express mail, long-distance telephone, travel costs and other costs. We may also use computerized research services to assist in handling your matters. This service will be used when we believe that it will save you money to do so. Expenses incurred or advanced on your behalf will be itemized on the statement.

BILLING:

You will be billed monthly. There will be a service charge of 12% per annum on all accounts not paid within thirty (30) days of the date the statement is mailed to you. Interest charges will be added on to any outstanding balance and will be reflected in subsequent statements.

In the event you should disagree with or question any amount due under an invoice, you agree to communicate such disagreement to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

COMMENCEMENT OF REPRESENTATION:

Our representation will not commence until we receive a signed copy of the letter to which this statement is attached, together with payment of any retainer specified therein.

Honorable Mayor and Council
City of Marathon, Florida
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WITHDRAWAL FROM REPRESENTATION:

We reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

FILE RETENTION:

You should be aware of our file retention policy. Once your case is concluded, the file will be officially closed. Once the file is closed, it may be sent to off-site storage, and there may be costs associated with retrieval of information from the file. We retain stored and closed files for a period of ten (10) years after which time they may be destroyed. Thus, if there are any documents which you need from the documents we possess, we recommend that you obtain them at the conclusion of your case.

PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of Gray Robinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this law firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

Miami

1221 Brickell Avenue, Suite 1650
Miami, FL 33131
(305) 416-6880

Ft. Lauderdale

401 East Las Olas Blvd., Suite 1710
Ft. Lauderdale, FL 33301
(954) 761-8111

Jacksonville

50 North Laura Street, Suite 1675
Jacksonville, FL 32202
(904) 598-9929

Key West

201 Front Street, Suite 333
Key West, FL 33040
(305) 292-8950

Lakeland

One Lake Morton Drive
Lakeland, FL 33801
(863) 284-2200

Melbourne

1800 West Hibiscus Boulevard, Suite 138
Melbourne, FL 32901
(321) 727-8100

Naples

8889 Pelican Bay Blvd., Suite 400
Naples, FL 34108
(239) 598-3601

Orlando

301 East Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

Tallahassee

301 South Bronough Street, Suite 600
Tallahassee, FL 32301
(850) 577-9090

Tampa

201 North Franklin Street, Suite
2200
Tampa, FL 33602
(813) 273-5000