

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2015-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT FOR LEGAL SERVICES FOR A PERIOD OF UP TO SIX MONTHS BETWEEN THE CITY AND VERNIS AND BOWLING OF THE FLORIDA KEYS FOR LEGAL SERVICES, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on February 10, 2015 the City Council directed staff to bring forward an agreement for legal representation as the City Attorney with the Firm of Vernis and Bowling of the Florida Keys; and

**WHEREAS**, the City negotiated a proposed contract with Vernis and Bowling of the Florida Keys for submission and approval of the City Council.

**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 are incorporated herein by this reference.

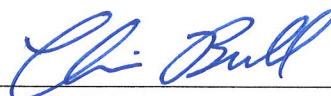
**Section 2.** The Agreement between Vernis and Bowling of the Florida Keys and the City for the provision of municipal legal representation services, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Council and approved as to form and legality by the City Attorney, is approved.

**Section 3.** The Mayor is authorized to sign the agreement on behalf of the City and expend budgeted funds.

**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 24<sup>th</sup> DAY OF FEBRUARY, 2015.**

**THE CITY OF MARATHON, FLORIDA**



Chris Bull, Mayor

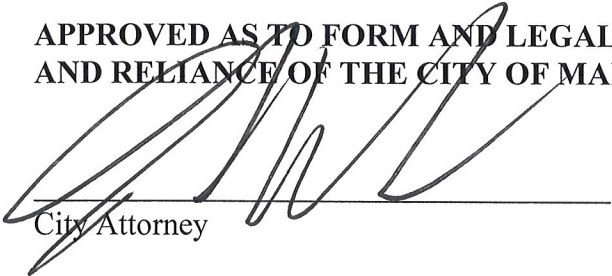
AYES: Keating, Kelly, Senmartin, Zieg, Bull  
NOES: None  
ABSENT: None  
ABSTAIN: None

**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

CITY OF MARATHON  
**Contract for Legal Services**

This Contract entered into this 25<sup>th</sup> day of February, 2015, between VERNIS & BOWLING OF THE FLORIDA KEYS, a law firm operating under the laws of the State of Florida, whose principal place of business is located at 81990 Overseas Hwy, 3<sup>rd</sup> Floor, Islamorada, FL 33036 (herein called "The Firm"), DIRK M. SMITS, Esq. (Managing Attorney of The Firm), and the CITY OF MARATHON (herein called "City" or "the City").

In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. **TERM**

The term of this Contract is not to exceed six (6) months.

2. **THE FIRM'S SERVICES**

The Firm agrees to provide the following services:

- A. Furnish to City legal services, providing City with legal advice and opinions, representation of City and City personnel in legal matters concerning the City, making recommendation to City regarding legal issues, and performing all other legal services the City may require.
- B. Maintain accessibility and availability to all City members and the City Council on an 'on call' basis.
- C. Attendance at all City meetings, special meetings, budget meetings and any other public meetings as necessary for conducting City business or as required by law.
- D. The Firm will be responsible for paying the salaries, wages, health insurance and other benefits of its employees and representatives.
- E. The Firm will create a Budget for in-house legal services and a capped monthly expense total within the first month of this agreement or sooner. The capped amount will control the in-house legal fees for the duration of this agreement.

3. **RETAINER SERVICES**

The City shall pay The Firm the Firm's hourly rate of \$135 per hour for junior associate attorney at The Firm and \$145 per hour for work performed by senior attorneys having 5 or more years of experience handling government legal matters. There will be no charges incurred for telephone communication with City Councilmembers. Paralegals shall be paid at \$85.00 per

hour. These hourly charges are to be made without regard to any overtime charges that must be paid by The Firm to its employees. The Firm will provide billing statements to the City on a monthly basis. No payment shall be due until the City verifies that all services for which payment has been requested have been fully and satisfactorily performed.

**4. COMPLIANCE WITH LAWS AND POLICIES**

The Firm shall comply with all current City Policies, Florida Bar Rules, and all applicable local, state and federal laws, including laws pertaining to the confidentiality.

**5. TERMINATION**

Both parties reserve the right to terminate this contract at any time and for any reason, upon giving ~~sixty~~ thirty (30) days notice to the other party during which time services will be maintained.

**6. ASSIGNMENT**

Neither The Firm nor the City may assign or transfer any interest in this Agreement without the prior written consent of both parties.

**7. AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by City Council.

**8. INDEMNIFICATION, GOVERNING LAW & VENUE**

The Firm shall indemnify and hold harmless the City from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the City in defending or compromising actions brought against it arising out of or related to the acts or omissions of The Firm, its agents, employees or officers in the provision of services or performance of duties by The Firm pursuant to this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue being in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**9. REPRESENTATIONS & WARRANTIES**

The Firm represents and warrants to the City, upon execution and throughout the term of this Agreement that;

- 1) The Firm is not bound by any agreement or arrangement which would

- preclude it from entering into, or from fully performing the services required under the Agreement;
- 2) None of The Firm's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or any jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way.
  - 3) The Firm and The Firm's agents, employees and officers have, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for The Firm to perform the functions, assigned to him or her in connection with the provisions of the Agreement.

#### 10. **CONFIDENTIALITY**

The Firm recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, The Firm, its agents, employees and officers may have access to certain confidential information. The Firm agrees that neither it nor any of The Firm's agents, employees or officers will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the City in writing, any confidential information, personal health information or other confidential information, and The Firm, its agents, employees and officers shall comply with all Federal and State laws and regulation and all City policies regarding the confidentiality of such information.

#### 11. **INSURANCE**

The Firm agrees to secure and maintain at all times during the term of this Agreement, at The Firm's expense, professional liability insurance covering The Firm for all acts or omissions which may give rise to liability for services under this Agreement. All of The Firm's staff are to be insured in minimum amounts acceptable to the City and with a reputable and financially viable insurance carrier. Such insurance shall not be cancelled except upon thirty (30) days written notice to the City. The Firm shall provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. The Firm agrees to notify the City immediately of any material change in any insurance policy required to be maintained by The Firm.

12. This agreement supercedes all prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract on this 4<sup>th</sup>  
day of March, 2015.

CITY OF MARATHON

BY:

Chris Bull 2/25/15  
MAYOR CHRIS BULL DATE

ATTEST:

Diane Clavier  
Diane Clavier, City Clerk

(City Seal)

[Signature]  
SIGNATURE OF VERNIS & BOWLING REPRESENTATIVE

3/4/15  
DATE

Dirk M. Smits  
PRINT NAME

Managing Member  
TITLE