RESOLUTION NO. 12-12-112

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING A LEGAL SERVICES CONTRACT BETWEEN THE VILLAGE AND CAMPBELL & MALAFY; WEITZ & LUXENBERG, P.C.; LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, P.A.; HINKLE & FORAN, P.A.; BARON AND BUDD, P.C.; MORGAN AND MORGAN, P.A.; AND BEGGS & LANE (COLLECTIVELY “SPECIAL COUNSEL”), TO SERVE AS SPECIAL COUNSEL TO THE VILLAGE FOR CLAIMS PERTAINING TO THE BP DEEPWATER HORIZON OIL SPILL; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; WAIVING COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) desires to retain a firm or firms to serve as Special Counsel to the Village for the preparation and submittal of claims pertaining to the BP Deepwater Horizon Oil Spill; and

WHEREAS, the firm of Campbell & Malafy (along with several other law firms that will serve as part of their legal team collectively referred to as “Special Counsel”) were selected through a competitive process to represent Monroe County in making such a claim and Monroe County has secured the firms services pursuant to a Legal Services Contract (the “Contract”); and

WHEREAS, the Village Council desires to enter into an agreement with Campbell & Malafy and their legal team to serve as Special Counsel to the Village on substantially the same terms and conditions utilized by Monroe County; and

WHEREAS, the Village Council waives competitive bidding for the selection of Special Counsel services in accordance with the piggybacking provisions of Section 2-328(2) and the waiver for professional services authorized in Section 2-328(4) of the Village Code.
NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Contract. The Legal Services Contract between the Village and Campbell & Malafy; Weitz & Luxenberg, P.C.; Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A.; Hinkle & Foran, P.A.; Baron and Budd, P.C.; Morgan and Morgan, P.A.; and Beggs & Lane (collectively “Special Counsel”) in substantially the form as the sample contract attached in Exhibit “1,” subject to the approval as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Contract.

Section 4. Execution of Contract. The Mayor is authorized to execute the Contract and to execute any extensions and/or amendments to the Contract, subject to the approval as to form and legality by the Village Attorney.

Section 5. Waiver of Competitive Bidding. The Village Council waives competitive bidding for the selection of Special Counsel services in accordance with the piggybacking provisions of Section 2-328(2) and the waiver for professional services authorized in Section 2-328(4) of the Village Code.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of December, 2012.

Page 2 of 3
Motion to adopt by Councilman Dave Purdo, second by Councilman Mike Forster.

FINAL VOTE AT ADOPTION
Mayor Ken Philipson 
Vice Mayor Ted Blackburn 
Councilman Mike Forster 
Councilwoman Deb Gillis 
Councilman Dave Purdo 

YES
YES
YES
YES
YES

KEN PHILIPSON, MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE
USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

VILLAGE ATTORNEY
LEGAL SERVICES CONTRACT

THIS AGREEMENT is entered into this 13th day of December, 2012, by and between the ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, hereinafter referred to as the VILLAGE, and CAMPBELL & MALAFY; BARON & BUDD, P.C.; BEGGS & LANE, R.L.L.P.; CAMPBELL & MALAFY; HINKLE & FORAN, P.A.; LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, P.A.; MORGAN & MORGAN; and WEITZ & LUXENBERG, P.C., hereinafter collectively referred to as the ATTORNEYS.

WHEREAS, the VILLAGE wishes to enter into this agreement with the ATTORNEYS so that the ATTORNEYS will serve as special legal counsel to the VILLAGE.

NOW THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. **Term:** This Agreement commences on the 13th day of December 20, 2012, and terminates upon either a receipt of an award after attorneys’ fees and costs or upon a determination that said award of claim shall be forthcoming.

2. **Scope of Services:** The ATTORNEYS will provide the following services:

   (a) Investigate and evaluate a claim for economic damages, undertake negotiations and/or file suit or institute legal proceedings as they deem necessary on behalf of the VILLAGE; and retain services of experts or other attorneys and contractors as they deem necessary for representation of the VILLAGE’S interests in this matter.

   (b) The VILLAGE and the ATTORNEYS agree that no lawsuit on behalf of the VILLAGE shall be filed by the ATTORNEYS without the express prior approval of the VILLAGE Council.

   (c) The ATTORNEYS, whose legally authorized signature appears at the bottom of this Agreement, are parties to this Agreement. The ATTORNEYS have been retained specifically because the ATTORNEYS are understood by the VILLAGE to be able to handle this matter. If the ATTORNEYS practice with others who may also provide services to the VILLAGE, the ATTORNEYS understand that the VILLAGE expects that the ATTORNEYS will be responsible for managing the representation, assuring compliance of others with the terms of this Agreement and ethical requirements, preparing and substantiating all bills, and, communicating with the VILLAGE. The ATTORNEYS may not delegate or outsource this work without full written disclosure to, and prior written approval from, the VILLAGE Council.

3. **Special Conditions Regarding Representation:**
a) The Client is Islamorada, Village of Islands, Florida (the "VILLAGE"). In the event that the ATTORNEYS cannot ethically represent the VILLAGE, the ATTORNEYS shall immediately advise the VILLAGE, in writing, of that fact.

b) The ATTORNEYS are licensed to practice law in all jurisdictions relevant to this matter and meet any applicable statutory criteria to serve as special counsel to the VILLAGE in the State of Florida.

c) The ATTORNEYS have been retained by the VILLAGE to provide the scope of services described in Section 2 above. The ATTORNEYS represent that they are competent and available to handle that matter. In the event that additional matters are assigned by the VILLAGE to the ATTORNEYS, this Agreement shall apply to those matters as well, unless a separate Agreement is required by the VILLAGE.

d) Review of ethical obligations before initiating representation: the ATTORNEYS have conducted a thorough investigation and determined that neither the ATTORNEYS nor their firms have any ethical impediment, real or potential, to representing the VILLAGE. To the extent that any ethical impediment, real or potential, is discovered or ever arises, the ATTORNEYS shall immediately inform the VILLAGE in writing of the impediment (regardless of whether the ATTORNEYS believe they have taken all steps necessary to avoid the impediment and regardless of whether the ATTORNEYS believe that the impediment is insubstantial or questionable), make full disclosure of the situation to the VILLAGE, obtain the VILLAGE'S express, written consent to continue the representation of the other client, and take all steps requested by the VILLAGE to avoid or mitigate the impediment. The ATTORNEYS understand that if a direct or indirect conflict of interest arises which, in the opinion of the VILLAGE, cannot be avoided or mitigated under the Rules of Professional Conduct of The Florida Bar, the VILLAGE may, in its discretion, (a) obtain reimbursement from the ATTORNEYS for all fees and expenses paid to the ATTORNEYS in this matter; (b) obtain cancellation of all amounts allegedly owed by the VILLAGE to the ATTORNEYS; and, (c) obtain reimbursement for consequential expenses incurred by the VILLAGE, including the cost of replacement counsel.

e) Provide regular briefing reports to the Village Attorney, Village Manager and to the Village Council on key issues as requested by that VILLAGE.

4. Compensation: The combined fees of, and costs incurred by, the ATTORNEYS shall be covered by a contingency fee upon receipt of any award or settlement approved by the VILLAGE Council, as follows: the ATTORNEYS shall receive an 18% contingency fee of any amount recovered, after deduction of costs. The combined fees and costs are limited by, and shall not exceed, the amount of an award or settlement.
5. **Termination:** This Agreement may be terminated by either party with or without cause with 120 days' prior written notice. In the event termination without cause is required by the VILLAGE, the parties shall agree to payment of the ATTORNEY'S reasonable costs due to the elimination of the contingency fee arrangement.

6. **Accounting Records:**

(a) Records of the ATTORNEYS pertaining to this Agreement shall be kept on generally recognized accounting principles, acceptable to the VILLAGE, and shall be available to the VILLAGE or to an authorized representative for audit. The ATTORNEYS understands that the ATTORNEYS must have documentation to support all aspects of each bill, including fees and expenses, and must maintain that documentation until at least four (4) years after the termination of the representation. This documentation shall be made available by the ATTORNEYS to the VILLAGE or their designated representative, upon written request. The ATTORNEYS agree to cooperate with any examination of this documentation and ATTORNEY'S fees and expenses by responding promptly and completely to any questions the VILLAGE or its designated representative may have. The ATTORNEYS shall notify the VILLAGE in writing at least 60 days in advance of destroying any such records and, in the event the VILLAGE requests that they be preserved, shall preserve them at least one additional year or, at the option of the VILLAGE, deliver them to the VILLAGE for storage by the VILLAGE, with the VILLAGE responsible for paying the actual cost of storage. This documentation shall include, for example, original time records, expense receipts, and documentation supporting the amounts charged by the ATTORNEYS for expense items generated by the ATTORNEYS. The VILLAGE reserves the right not to pay any fee or expense item for which sufficient documentation is not available to determine whether the item was necessary and reasonable. Upon the execution of an Agreement or Amendment to this Agreement by the VILLAGE, the ATTORNEYS may provide the documentation in digital electronic form as specified by the VILLAGE in lieu of the manual preservation requirements detailed above.

(b) Access to Records: The ATTORNEYS shall maintain all books, records, and documents directly pertinent to performance under this Agreement, including but not limited to the documents referred to in Section 6 of this Agreement, in accordance with generally accepted accounting principles, consistently applied. Upon ten (10) business days of one party's written notice to the other, representatives of the VILLAGE or the ATTORNEYS shall have access, at all reasonable times, to all the other party's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit. The ATTORNEYS shall retain all records required to be kept under this Agreement for a minimum of five (5) years, and for at least four (4) years after the termination of this Agreement. The ATTORNEYS shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of the VILLAGE. It is the responsibility of the ATTORNEYS to maintain appropriate records to insure a proper accounting of all collections and remittances. The ATTORNEYS shall be responsible for
repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the VILLAGE, or their agents and representatives.

(c) Florida Public Records Law. The ATTORNEYS agree that, unless specifically exempted or excepted by Florida law or Rules and Regulations of The Florida Bar, the provisions of Chapter 119, Florida Statutes, generally require public access to all records and documents which may be made or received under this Agreement. The ATTORNEYS agree to consult with the Village Attorney’s office concerning the application of the Public Records Law from time to time concerning specific circumstances that may arise during the term of this Agreement.

7. **Modification:** Additions to, modification to or deletions from the provisions set forth in this Agreement shall only be effective if in writing and approved by the VILLAGE.

8. **Indemnification and Hold Harmless:** The ATTORNEYS agree to indemnify and hold the VILLAGE harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the Agreement. The ATTORNEYS agree to pay all claims and losses, including related court costs and reasonable attorneys’ fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the ATTORNEYS employees and/or agents.

9. **Insurance:** Professional Liability Insurance shall also be maintained as specified below. In the event the completion of the ATTORNEYS services is delayed or suspended as a result of the ATTORNEYS failure to purchase or maintain the required insurance, the ATTORNEYS shall indemnify the VILLAGE from any and all increased expenses resulting from such delay.

The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to do business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days’ notice to the VILLAGE prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the VILLAGE and shall be in a form acceptable to the VILLAGE.

The ATTORNEYS shall obtain and maintain the following policies:

a) Workers’ Compensation insurance as required by the State of Florida;

b) Employers Liability Insurance with limits of $100,000 per Accident; $500,00 Disease policy limits; Disease policy limits of $100,000 for each employee;

c) Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of $100,000 Combined Single Limit, and if split limits are
provided, the minimum acceptable limits shall be $50,000 per person, $100,000 per occurrence, and $25,000 property damage.

d) Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the ATTORNEYS or any of their employees, agents, subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with $300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be $100,000 per person, $300,000 per occurrence, and $50,000 property damage.

e) The VILLAGE shall be named as an additional insured with respect to the ATTORNEYS liabilities hereunder in the insurance coverages identified in Paragraphs C and D.

f) The ATTORNEYS shall require any sub-consultants to be adequately insured at least to the limits prescribed above, and to any increased limits of the sub-consultant, if so required by the ATTORNEYS during the term of this Agreement. The VILLAGE will not pay for increased limits of insurance for sub-consultants.

g) The ATTORNEYS shall provide to the VILLAGE Certificates of Insurance or a copy of all insurance policies including those naming the VILLAGE as an additional insured. The VILLAGE reserves the right to require certified copies of such policies upon request.


11. Finance Charges: The VILLAGE will not be responsible for any finance charges.

12. Independent Contractor: It is the intent of the parties hereto that the ATTORNEYS shall be legally considered as independent contractors and that neither they nor their employees or agents shall, under any circumstance, be considered servants or agents of the VILLAGE.

13. Disclosure: The ATTORNEYS shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes, Chapter 112. The ATTORNEYS shall disclose all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client’s interest, which may conflict with the interests of the VILLAGE.

14. Assignment: The ATTORNEYS shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of their right, title or interest therein, or their power to execute this Agreement to any person, company or corporation without prior written consent of the VILLAGE.
15. **Compliance With Laws:** The ATTORNEYS shall comply with all international, federal, state and local laws and ordinances applicable to their services.

16. **Force Majeure:** The ATTORNEYS shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond their control or the control of any of their subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof is made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought, or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, materials, supplies, or technical failure where the ATTORNEYS have exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this Agreement.

17. **Governing Law/Venue:** This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the VILLAGE and the ATTORNEYS. The venue of any court action filed relative to this Agreement shall lie in Monroe County, Florida.

18. **Anti-solicitation:** The ATTORNEYS warrant that no person has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the VILLAGE government or the VILLAGE Council has any interest, financially or otherwise in the ATTORNEYS or their subcontractors.

19. **Severability:** If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision(s) other than that/those held invalid or unenforceable, shall not be affected thereby; and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Notice:** Any notice required or permitted under this Agreement shall be in writing and hand-delivered or mailed, postage prepaid by certified mail, return receipt requested, to the other party as follows:

*For the VILLAGE:*

Ed Koconis, Village Manager  
86800 Overseas Highway, 3rd Floor  
Islamorada, Florida 33036

*For the ATTORNEYS:*

Campbell & Malafy  
10887 Overseas Highway, Ste. 201  
Marathon FL 33050
The VILLAGE shall give notice to the ATTORNEYS of any meetings at which the ATTORNEYS presence is required or requested.

21. Public Entity Crime Statement: The ATTORNEYS warrant that they have not been placed on a convicted vendor list as that term is defined in Section 287.017, Florida Statutes.

22. General Requirements:

a) Ownership of ATTORNEYS files and work product. The ATTORNEYS understand that all files and work product prepared by the ATTORNEYSs or their firms at the expense of the VILLAGE (or for which the VILLAGE is otherwise billed) is the property of the VILLAGE. Without the prior written approval of the VILLAGE this work product may not be used by the ATTORNEYS, or their firms nor disclosed by the ATTORNEYS or their firms to others, except in the normal course of the ATTORNEYS representation of the VILLAGE in this matter. The ATTORNEYS agree that the VILLAGE owns all rights, including copyrights, to materials prepared by the ATTORNEYS on behalf of the VILLAGE. The ATTORNEYS shall provide the VILLAGE with prompt access to (including the ability to make copies of) all attorney files and work product, regardless of whether the representation or matter is ongoing and whether attorneys’ fees and expenses have been paid in full.

b) Dispute resolution. The ATTORNEYS and the VILLAGE agree that all disputes regarding attorneys’ fees or expenses are to be resolved pursuant to the procedures and practices for mediation by the Attorney Consumer Assistance Program of the Florida Bar.

c) Entire Agreement. The entire agreement between the VILLAGE and the ATTORNEYS with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes all prior oral and written proposals and communications between the VILLAGE and the ATTORNEYS related to this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom the waiver, amendment or modification is claimed. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

d) Captions. The captions set forth herein are for convenience of reference only and shall not define, modify, or limit any of the terms hereof.

e) Conflicts in interpretation. The VILLAGE and the ATTORNEYS agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between them, the final interpretation by the VILLAGE shall apply.

f) Adjudication of Disputes and Disagreements. The VILLAGE and the ATTORNEYS agree that
all disputes and disagreements between them shall be attempted to be resolved by a meet-and-confer session between representatives of the VILLAGE and the ATTORNEYS. If the issue or issues are still not resolved to the satisfaction of both within 30 days after the meet-and-confer session, then either party shall have the right to seek such relief as may be provided by this Agreement or by Florida law.

g) Cooperation. In the event any administrative or legal proceeding is instituted against either the VILLAGE or the ATTORNEY relating to the formation, execution, performance, or breach of this Agreement, the VILLAGE and the ATTORNEYS each agree to participate, to the extent required by the other, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement. The VILLAGE and the ATTORNEYS each agree that neither shall be required to enter into any arbitration proceedings related to this Agreement.

h) Legal Obligations and Responsibilities; Non-delegation of Constitutional or Statutory Duties. This Agreement is not intended to relieve, nor shall it be construed as relieving, either the VILLAGE or the ATTORNEYS from any obligation or responsibility imposed upon each by law except to the extent of actual and timely performance thereof by the other, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to authorize, nor shall it be construed as authorizing, the delegation of the constitutional or statutory duties of the VILLAGE, except to the extent permitted by the Florida Constitution, state statutes, case law, and, specifically, the provisions of Chapter 166, Florida Statutes.

i) Attorney’s Fees and Costs. In the event any administrative proceeding or cause of action is initiated or defended by the VILLAGE or the ATTORNEYS relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney’s fees, court costs, investigative, and out-of-pocket expenses as an award against the non-prevailing party, and shall include reasonable attorney’s fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement or as may be required by a court of competent jurisdiction shall be conducted in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

j) Authority. The ATTORNEYS warrant that they and the authorized time keepers are authorized by law and the Rules and Regulations of The Florida Bar to engage in the performance of the activities encompassed by this Agreement. If the Attorneys are members of a law firm, either as partners, shareholders, associates, or other relationship, the Attorneys warrant that they are authorized to enter into this Agreement by the Attorneys’ law firm.

k) Non-Discrimination. The ATTORNEYS shall not discriminate, in their employment practices and in providing services hereunder, on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial
status, or age, and shall abide by all federal and state laws regarding non-discrimination. Upon a determination by a court of competent jurisdiction that such discrimination has occurred, this Agreement automatically terminates without any further action by the VILALGE, effective the date of the court order.

I) Claims for State or Federal Aid. The VILALGE and the ATTORNEYS agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement, provided that all applications, requests, grant proposals, and funding solicitations by the ATTORNEYS shall be approved by the VILALGE prior to submission.

m) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the VILALGE and the ATTORNEYS agree that neither the VILALGE nor the ATTORNEYS or any officer, agent, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated under this Agreement.

n) Attestations. The ATTORNEYS agrees to execute such documents as the VILALGE may reasonably require, including a drug-Free Workplace Statement, and a Public Entity Crime Statement.

o) Signatures of Parties Required. This Agreement shall not be effective until executed by both the VILALGE and the ATTORNEYS and received in final executed form by an authorized representative of the VILALGE.

p) No Personal Liability. No covenant or obligation contained in this Agreement shall be deemed to be a covenant or obligation of any member, officer, agent or employee of the VILALGE in his or her individual capacity and no member, officer, agent or employee of the VILALGE shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

q) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and the VILALGE and the ATTORNEYS may execute this Agreement by signing any such counterpart.

(Remainder of page intentionally left blank.)
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written, the VILLAGE’S Mayor executing as authorized in Resolution No. ____________.

CAMPBELL & MALAFY

By: ________________________
For the Firm

BARNON & BUDD, P.C.

By: ________________________
For the Firm

BEGGS & LANE, R.L.L.P.

By: ________________________
For the Firm

HINKLE & FORAN, P.A.

By: ________________________
For the Firm

LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY & PROCTOR, P.A.

By: ________________________
For the Firm

MORGAN & MORGAN

By: ________________________
For the Firm

WEITZ & LUXENBERG, P.C.

By: ________________________
For the Firm
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By: __________________________
For the Firm

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, P.A.

By: __________________________
For the Firm

MORGAN & MORGAN

By: __________________________
For the Firm

WEITZ & LUXENBERG, P.C.

By: __________________________
For the Firm
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Attest: ______________________________________
As to Campbell & Malafy

Attest: ______________________________________
As to Baron & Budd, P.C.

Attest: ______________________________________
As to Beggs & Lane, R.L.L.P.

Attest: ______________________________________
As to Hinkle & Foran, P.A.

Attest: ______________________________________
As to Levin, Papantonio, et al., P.A.

Attest: ______________________________________
As to Morgan & Morgan

Attest: ______________________________________
As to Weitz & Luxenberg, P.C.

CAMPBELL & MALAFY
By: ________________________________
For the Firm

BARON & BUDD, P.C.
By: ________________________________
For the Firm

BEGGS & LANE, R.L.L.P.
By: ________________________________
For the Firm

HINKLE & FORAN, P.A.
By: ________________________________
For the Firm

LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY & PROCTOR, P.A.
By: ________________________________
For the Firm

MORGAN & MORGAN
By: ________________________________
For the Firm

WEITZ & LUXENBERG, P.C.
By: ________________________________
For the Firm
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As to Campbell & Malafy

Attest: ____________________________
As to Baron & Budd, P.C.

Attest: ____________________________
As to Beggs & Lane, R.L.L.P.

Attest: Lisa Magill Foran
As to Hinkle & Foran, P.A.

Attest: ____________________________
As to Levin, Papantonio, et al., P.A.

Attest: ____________________________
As to Morgan & Morgan

Attest: ____________________________
As to Weitz & Luxenberg, P.C.

CAMPBELL & MALAFY
By: ____________________________
For the Firm

BARON & BUDD, P.C.
By: ____________________________
For the Firm

BEGGS & LANE, R.L.L.P.
By: ____________________________
For the Firm

HINKLE & FORAN, P.A.
By: ____________________________
For the Firm

LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY & PROCTOR, P.A.
By: ____________________________
For the Firm

MORGAN & MORGAN
By: ____________________________
For the Firm

WEITZ & LUXENBERG, P.C.
By: ____________________________
For the Firm
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Attest: _______________________
         As to Beggs & Lane, R.L.L.P.

Attest: _______________________
         As to Hinkle & Foran, P.A.

Attest: _______________________
         As to Levin, Papantonio, et al., P.A.

Attest: _______________________
         As to Morgan & Morgan

Attest: _______________________
         As to Weitz & Luxenberg, P.C.

CAMPBELL & MALAFY
By: _________________________
    For the Firm

BARON & BUDD, P.C.
By: _________________________
    For the Firm

BEGGS & LANE, R.L.L.P.
By: _________________________
    For the Firm

HINKLE & FORAN, P.A.
By: _________________________
    For the Firm

LEVIN, PAPANTONIO, THOMAS,
MITCHELL, BAFIFERY & PROCTOR, P.A.
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As to Baron & Budd, P.C.

Attest: ______________________
As to Beggs & Lane, R.L.L.P.

Attest: ______________________
As to Hinkle & Foran, P.A.

Attest: ______________________
As to Levin, Papantonio, et al., P.A.

Attest: ______________________
As to Morgan & Morgan

CAMPBELL & MALAFY

By: ______________________
For the Firm

BARON & BUDD, P.C.

By: ______________________
For the Firm

BEGGS & LANE, R.L.L.P.

By: ______________________
For the Firm

HINKLE & FORAN, P.A.

By: ______________________
For the Firm

LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY & PROCTOR, P.A.

By: ______________________
For the Firm

MORGAN & MORGAN

By: ______________________
For the Firm

WEITZ & LUXENBERG, P.C.

By: ______________________
For the Firm
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written, the VILLAGE’S Mayor executing as authorized in Resolution No. _____.

Attest: __________________________
               As to Campbell & Malafy

Attest: __________________________
               As to Baron & Budd, P.C.

Attest: __________________________
               As to Beggs & Lane, R.L.L.P.

Attest: __________________________
               As to Hinkle & Foran, P.A.

Attest: __________________________
               As to Levin, Papantonio, et al., P.A.

Attest: __________________________
               As to Morgan & Morgan

Attest: __________________________
               As to Weitz & Luxenberg, P.C.

CAMPBELL & MALAFY
By: ____________________________
               For the Firm

BARON & BUDD, P.C.
By: ____________________________
               For the Firm

BEGGS & LANE, R.L.L.P.
By: ____________________________
               For the Firm

HINKLE & FORAN, P.A.
By: ____________________________
               For the Firm

LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY & PROCTOR, P.A.
By: ____________________________
               For the Firm

MORGAN & MORGAN
By: ____________________________
               For the Firm

WEITZ & LUXENBERG, P.C.
By: ____________________________
               For the Firm
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: ____________________________
Mayor Ken Phillipson

ATTEST:

______________________________
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE
USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

______________________________
VILLAGE ATTORNEY