RESOLUTION NO. 15-04-26

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; APPROVING AN ENGAGEMENT AGREEMENT WITH JOHNSON, ANSELMO, MURDOCH, BURKE, PIPER & HOCHMAN, P.A. FOR LEGAL SERVICES INVOLVING LITIGATION IN CASE NO: 14-CA-717-P AND RELATED CASES, PENDING IN MONROE COUNTY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ENGAGEMENT AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”), is the named Respondent in litigation pending in the Sixteenth Judicial Circuit in and for Monroe County, Florida, captioned “Lori Blair, et al. v. Islamorada, Village of Islands, et al.” Case No: 14-CA-717-P, and related cases involving the Village’s adoption of Resolution 14-09-60 (the “Litigation Matters”); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the “Village Council”) desires to approve an Engagement Agreement with Johnson, Anselmo, Murdoch, Burke, Piper and Hochman, P.A., as set forth in Exhibit “A” attached hereto, to represent the Village in connection with the aforementioned Litigation Matters; and

WHEREAS, the Village Council, upon the recommendation of the Village Attorney, desires to authorize the approval and execution of the Engagement Agreement attached hereto.

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 are incorporated herein by this reference.

Section 2. Approval of Engagement Agreement. The Village Council hereby approves the Engagement Agreement with Johnson, Anselmo, Murdoch, Burke, Piper and Hochman, P.A., a copy which is attached hereto as Exhibit “A”, together with such non-material
changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney. The Village Manager is hereby authorized to execute the Engagement Agreement.

Section 3. Authority to Expend Budgeted Funds. The Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Engagement Agreement.

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

Motion to adopt by Councilman Dennis Ward, second by Vice Mayor Deb Gillis.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster YES
Vice Mayor Deb Gillis YES
Councilman Jim Mooney YES
Councilman Chris Sante YES
Councilman Dennis Ward YES

MIKE FORSTER, MAYOR

ATTEST:

KELLY TOOTH, VILLAGE CLERK

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

ROGER V. BRYAN, VILLAGE ATTORNEY
Islamorada, Village of Islands (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 appellate litigation captioned, Blair et al. v. Islamorada Village of Islands et al., currently pending in the Appellate 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, document drafting, correspondence, motions, briefs, oral arguments, 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 $300.00 per hour for the Firm’s attorneys and $100.00 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 17th day of February 2015.

Islamorada, Village of Islands

By: Maria J. Aguilar
Signature: Maria J. Aguilar
Print name: Village Manager
Title of representative: