

RESOLUTION NO. 09-21

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE ATTORNEY; APPOINTING MS. EVE A. BOUTSIS AND FBM LAW OFFICES TO SERVE AS VILLAGE ATTORNEY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, article III, section 3.7 of the Village charter empowers the Village Council to appoint an individual attorney or a law firm to act as the Village Attorney; and,

WHEREAS, the Village Council has selected Ms. Eve A. Boutsis and FBM Law Offices to serve as Village Attorney in implementing the Village Charter and initiating municipal services.

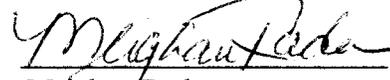
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

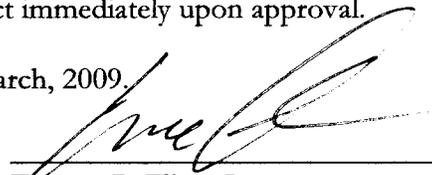
Section 1: Ms. Eve A. Boutsis and FBM Law Offices, is appointed to serve as Village Attorney pursuant to the terms and conditions of attorney engagement agreement which is attached to this resolution as App. 1, and shall have the duties and responsibilities prescribed in the agreement. The term of this appointment shall commence on March 1, 2009, and shall terminate as provided in the agreement

Section 2: This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 2nd day of March, 2009.

Attest:


Meighan Rader
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
Office of Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>YES</u>
Council Member Howard Tendrich	<u>YES</u>
Council Member Shelley Stanczyk	<u>YES</u>
Vice-Mayor Brian W. Pariser	<u>YES</u>
Mayor Eugene P. Flinn, Jr.	<u>YES</u>

ATTORNEY ENGAGEMENT AGREEMENT

This Attorney Engagement Agreement ("Agreement") explains the nature and scope of the legal services that FBM Law Offices, P.A. ("Firm") has agreed to perform for the Village of Palmetto Bay, the fees for these services, the manner in which the fees and costs are determined, and the payment terms.

1. Nature of Legal Services. The Village of Palmetto Bay has engaged the Firm to perform legal services in implementing the Village Charter and initiating municipal services. The legal services shall be performed at the direction of, or upon the authorization of the Village Council, or its designee. The expected legal services include, but are not limited to, advising and consulting on legislative, quasi-judicial, administrative, proprietary, employment and other governmental matters, attending meetings, preparing ordinances, resolutions and contracts, preparing Village Ordinances, rendering legal opinions, assisting with litigation, code compliance, assisting in securing revenues from taxes, fees, fines and forfeitures, and assisting in all Village related matters requiring legal review. The Firm shall provide these services under the direction of Eve A. Boutsis.

2. Hourly Fees. The Firm will charge for professional services on an hourly basis and will itemize its professional fees in one-tenth (1/10) hourly increments as follows:

Attorneys:	\$185
Paralegals	\$65

Paralegals will only be utilized if authorized in advance by the Village's designated representative.

3. Costs. Certain expenses may be incurred and advanced on behalf of the Village with the Firm expressly acting as its agent. The Village agrees to pay these expenses which may include, by way of example and not limitation, third party copy charges, court filing fees, deposition transcripts, travel expenses, delivery charges and computer research charges. Other in-office "soft cost" expenses, specifically long distance telephone charges, facsimile charges, photocopies and postage, will be charged at the rate of 2% of the amount of the fees for professional services billed for the month. Alternatively, the Village may elect to receive itemized charges for soft costs. Whenever possible, the Firm will receive authorization from Eugene P. Flinn, Jr., Mayor, or his designee, before incurring costs for an item greater than \$1,000.00. The hiring of any expert witness shall require client approval.

4. Payment of Fees and Costs. The Village will be billed by the Firm on a monthly basis for the time spent on the matter and for expenses incurred on its behalf. The Firm's bills are payable monthly. Late fees will be assessed at 1.0% per month of any outstanding balance greater than 30 days in arrears.

5. Non-Payment of Fees or Costs. Unless the Firm reaches another agreement with the Village in writing regarding payment of fees and costs, it understands that non-payment of any invoice for fees and costs which is rendered in accordance with the terms of this Agreement will constitute a default by the Village and the Firm may, in its sole and absolute discretion (subject to court approval, if necessary), cease to provide further legal services to it. The Village will, however, be liable to the Firm for payment of any fees earned and any costs incurred to that time. The Village further agrees that the Firm shall have the right to withdraw from representing it if the client does not make payments required by this agreement or if the Firm disagrees about the course of action which should be pursued. In any of these events, the Village agrees to execute such documents as will permit the Firm to withdraw.

6. Termination. This is an agreement for legal services relating to the Village. The Village may determine upon 30 days prior notice, at its sole discretion, to terminate services. The Village may discharge the Firm from service at any time, upon 30 days prior written notice. If the Firm is discharged without cause, the client shall be liable to the Firm for all accrued hourly fees. The Village shall be liable for costs in any event.

7. Commencement of Representation. The undersigned parties understand and agree with the terms of this Agreement. The effective date of this Agreement is: March 1, 2009.

Eve A. Boutsis, Esquire
for the Firm

Eugene P. Flinn, Jr., Mayor
The Village of Palmetto Bay

Dated: _____