

**RESOLUTION NO. 22-06-44**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, APPROVING A RETAINER  
AGREEMENT WITH WEISS SEROTA HELFMAN COLE &  
BIERMAN, P.L. FOR ACTING VILLAGE ATTORNEY SERVICES;  
AUTHORIZING EXECUTION OF THE RETAINER AGREEMENT  
WITH WEISS SEROTA; AND PROVIDING FOR AN EFFECTIVE**

**WHEREAS**, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, pursuant to Section 7 of the Village Charter, the Village Attorney is the Chief Legal Officer of the Village; and

**WHEREAS**, on May 12, 2022, the Village Council of Islamorada, Village of Islands (the "Village Council") appointed Weiss Serota Helfman Cole & Bierman, P.L. ("Weiss Serota") as Acting Village Attorney and authorized negotiations of an agreement with Weiss Serota; and

**WHEREAS**, Village Staff has negotiated the retainer agreement with Weiss Serota, attached as Exhibit "A," for legal services as Acting Village Attorney (the "Agreement"); and

**WHEREAS**, the Village Council desires to approve the Agreement with Weiss Serota, attached as Exhibit "A"; and

**WHEREAS**, the Village Council finds that it is in the best interests of the Village to approve, and authorize execution of, the Agreement with Weiss Serota, attached as Exhibit "A," for legal services as Acting Village Attorney.

**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 Agreement.** The Village Council hereby approves the Agreement with Weiss Serota, attached as Exhibit "A," for legal services as Acting Village Attorney.

**Section 3. Authorization of Village Officials.** The appropriate Village Officials are hereby authorized to execute the Agreement with Weiss Serota, attached as Exhibit "A," for legal services as Acting Village Attorney, together with such additional terms as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney. The Acting Village Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman David Webb, second by Mayor Pete Bacheler.

#### **FINAL VOTE AT ADOPTION**

#### **VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:**

Mayor Pete Bacheler	YES
Vice Mayor Henry Rosenthal	YES
Councilman Mark Gregg	YES
Councilman Joseph B. Pinder III	YES
Councilman David Webb	YES

**PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF JUNE, 2022.**

  
\_\_\_\_\_  
PETE BACHELER, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARNE MCGRATH, VILLAGE CLERK

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

  
\_\_\_\_\_  
Special Counsel for Islamorada, Village of Islands



ALISON F. SMITH  
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May 27, 2022

Via Electronic Mail Delivery  
Mayor and Councilmembers  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036

**Re: Engagement Agreement  
Village Attorney Services**

Dear Mayor and Councilmembers:

We are pleased that you wish to engage our Firm to perform legal services for Islamorada, Village of Islands (the "Village"), as its Interim Village Attorney. From our experience, we have found that all clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. **Nature of Legal Services.** We will serve as your Interim Village Attorney. Our services will include but will not necessarily be limited to, handling the Village's day-to-day legal matters from sunshine rules, public records, ethics, procurement, contracts, planning and zoning, land use issues, police matters, public works and utilities, legislative matters, employee training, and preparation of Council items. John Quick of Weiss Serota will serve as your primary Interim Village Attorney, who will be supported by other attorneys at the Weiss Serota law firm, including myself and James White. The primary Interim Village Attorney will attend meetings and workshops of the Village Council subject to unavoidable conflicts, in which case one of the supporting attorneys will be in attendance. The primary Interim Village Attorney shall supervise all legal work on behalf of the Village including all routine village attorney responsibilities and shall be available to participate (in person as requested) in routine meetings with staff and tasks associated with the regular operation of the Village. Additional Weiss Serota attorneys shall be designated to attend advisory committee meetings like the Local Planning Agency meetings and others required by the Village. The primary Interim Village Attorney and additional designated attorneys serving the Village shall closely coordinate to ensure consistency in legal representation for the Village. We will also maintain, without limitation, constant access and open lines of communication with the Village Council and its administration personnel. We will be available, accessible, and responsive to the Mayor, Council and the Village Administration, as needed in- person and via telephone (office and cellular phone).

2. **Fees for Services. Hourly Services:** The specific services as set forth in paragraph 1 will be performed and billed by the Firm on an hourly basis at a discounted government rate of \$250.00 per hour for attorneys. It is our practice to charge for actual time expended on your behalf, but not less than 1/10ths of an hour for each activity.
3. **Annual Performance Review.** At the end of each year, the Village will have an annual performance review of the Interim Village Attorney's performance generally consistent with the annual performance reviews of other Charter Officers.
4. **Costs.** In addition to the attorneys' fees discussed in paragraph 2, certain routine expenses will be incurred on your behalf ("Routine Expenses"). Routine Expenses include, postage, computerized research charges, courier charges and express mail charges, filing fees, recording costs, court reporter costs (including the costs of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), mediator fees, accounting and appraisal fees, expert fees and expenses, trial/hearing exhibit costs and investigation costs, will be itemized and billed to the Village. The firm will also charge for travel and mileage reimbursement.
5. **Payment of Fees and Costs.** Our invoices will be submitted to the Village on a monthly basis and each invoice will be due and payable within a reasonable amount of time. We stand ready and willing to discuss any invoice. Should a dispute arise as to charges, we will work in good faith to resolve, further recognizing that the Village and our Firm have various forms of dispute resolution at our disposal.
6. **Termination of Representation.** This Agreement may be terminated at any time upon written notice following a majority decision of the Village Council. Upon termination of our representation and payment of any pending invoices for work performed, we will provide the Village with any and all records not yet in the Village's possession in paper and/or electronic format, as required by Chapter 119, Florida Statutes. We will facilitate a transition to the new attorney or firm in the manner requested by the Village. Other than fees for work already performed, there will be no termination or penalty fees associated with the termination of our Agreement.
7. **Withdrawal from Representation.** We reserve the right to withdraw from representing the Village if it misrepresents or fails to disclose material facts to us, if we disagree about the course of action that should be pursued, or if there exists legal conflicts that requires our withdrawal.
8. **Representation of Other Clients.** We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

We appreciate your confidence in our Firm and assure you that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or comments concerning this engagement letter, please let me know. Otherwise, if approved by the Village Council, please designate an individual to execute and return.

Very truly yours,



Alison Smith, Esq.



APPROVED BY THE VILLAGE COUNCIL ON JUNE 2, 2022

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PETE BACHELER, MAYOR

ATTEST:

  
MARNE MCGRATH, VILLAGE CLERK

cc: Maria Bassett, Acting Village Manager  
Marne McGrath, Village Clerk