

CITY ATTORNEY AGREEMENT

THIS AGREEMENT, made this 5 day of July, 2023, between the City of Punta Gorda, Florida, hereinafter referred to as the "City" or "the City Council", as the context requires, and Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., herein after referred to as "Attorneys".

NOW THEREFORE, it is hereby agreed as follows:

1. **Term of Employment.** The City employs Attorneys, and Attorneys accept employment from July 14, 2023 through July 13, 2025, for the purpose of rendering professional legal services on behalf of the City. Pursuant to City Charter, however, the City Attorneys serve at the will of the City Council. This Agreement may, therefore, be terminated by either party at any time and for any reason. If this agreement is terminated, Attorneys shall reasonably cooperate in continuing to assist City with necessary legal representation until such time as City is able to contract for other legal services.
2. **Designation of City Attorney.** It is agreed between the parties that David M. Levin, Esquire, shall be the Attorney primarily responsible for attending all scheduled City Council meetings and providing such legal services as the City may require and shall be the designated City Attorney under the Charter of the City.
3. **Duties of Attorneys.**
 - A. Attorneys, through the designated City Attorney, shall advise and represent the City on certain legal matters, including but not limited to:
 - (1) Appearing at all City Council meetings, Community Redevelopment Agency (CRA) meetings, and such other meetings of City boards, committees and agencies as directed by the City Council or City Manager.
 - (2) Rendering legal opinions to the City Council, the City Manager and the City Manager's Department Heads, if approved by the City Manager.
 - (3) Drafting or reviewing all ordinances, deeds, easements, contracts and resolutions of the City;
 - (4) Assisting Code Enforcement Officers of the City and prosecuting cases before the City's Code Enforcement Board;
 - (5) Serving as the Administrative Head of the City's Department of Law;
 - (6) Representing the City in routine litigation; and
 - (7) Performing such other legal services as may be from time to time requested by the City Council and City Manager.

- B. Attorneys shall make recommendation to the City for outside counsel in certain areas, wherein Attorneys advise the City that special expertise is required. The City Attorney shall oversee the work of such outside counsel and shall review their billings for reasonableness.
- C. Attorneys shall devote such time and attention to legal matters on behalf of the City as requested by the City Council and City Manager.
- D. Council Members in their individual capacities as Council Members may consult with the Attorneys on the legal aspects of any matters related to their duties.

4. Conflict of Interest/Special Counsel

- A. Pursuant to the City Charter, Attorneys shall accept no employment as counsel in any matter adverse to the City.
- B. Attorneys shall immediately advise City of any actual or potential conflict of interest with regard to their current clients and shall provide copies of the documents in connection with such conflict matter to the City Council and the City Manager. The City shall designate outside counsel and approve one or more outside counsel to which the Attorneys may, upon their determination that there is a potential conflict of interest, refer routine matters. For the purposes of this Agreement, routine matters shall be those which Attorneys reasonably estimate will result in Attorney's fees of \$500.00 or less. In such instances where the Attorney's fees are estimated to be greater than \$500.00, Attorneys shall seek the City Council's approval for such referral.
- C. While this agreement is in effect, Attorneys shall immediately advise the City Council if Attorneys wish to represent another client which representation creates an actual or potential conflict of interest. The City Council shall determine if it wishes to insist that Attorneys decline such employment or waive any such actual or potential conflict. If the City Council decides not to waive any such actual or potential conflict, it may designate special counsel to handle certain matters of the City in lieu of the Attorneys.
- D. If Attorneys are requested by the City to perform any legal service which will generate an actual or potential conflict because of their ongoing representation of any other client, Attorneys shall immediately advise the City Council. The City Council may waive any such actual or potential conflict, or the City Council may designate special counsel to handle such legal service for the City.

5. Compensation.

- A. Upon the execution of this Agreement, all services provided by Attorneys shall be billed by Attorney and paid by the City at \$165.00 per hour, except that services

provided by Attorneys admitted to the Florida Bar for less than three years, shall be billed at \$125.00 per hour. Attorneys shall not bill for paralegal time. Any increase in the hourly rate must be approved by the City.

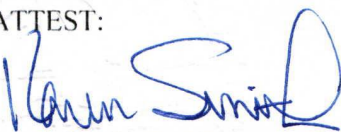
- B. Billing by the Attorneys shall be in no more than one-quarter hour increments; bills shall be for only the actual time spent on any matter or service; and there shall be no automatic billing of certain time for any service.
 - C. Services rendered by outside counsel and special counsel shall be billed at the hourly rate approved by the City Council for the Attorney by whom the particular services were rendered.
6. **Reimbursement of Expenses.** The City shall reimburse Attorneys for all direct expenses reasonably and necessarily incurred in the performance of their duties as set forth in this Agreement, but shall not include normal overhead expenses of Attorneys. Direct costs such as long distance telephone and facsimile charges shall be billed at actual cost to Attorneys. Cost for photocopying shall not exceed \$0.25 per page. Such reimbursed expenses shall include, but shall not be limited to, travel expenses and attendance at lectures, forums, seminars and other meetings applicable to City representation, if attendance at such lectures, forums, seminars or other meetings is approved by the City Council. Notwithstanding the foregoing, David M. Levin, or his designee, is authorized to attend and be reimbursed for expenses in attending the annual Florida League of Cities and Municipal Attorneys Association meetings.
7. **Professional Standards.** Attorneys agree to abide by, and perform required duties hereunder in accordance with, the ethics of the legal profession and all federal, state and municipal laws, regulations and ordinances regulating the practice of law. Attorneys shall keep an accurate record of all the time devoted to the City's matters and affairs. If requested by the City Council or city Manager, such records, as well as Attorney's bills, shall divide time and charges by appropriate categories or matters.
8. **Fringe Benefits.** Attorneys are not, and shall not be, entitled to fringe benefits normally enjoyed by employees of the City.
9. **Automatic Renewal.** This Agreement shall automatically renew for periods of two years unless during the month of April of any calendar year, the City Council advises Attorneys that it does not intend for the Agreement to renew. During the month of March of each anniversary year, Attorneys shall, by letter, advise the City Council of the automatic renewal clause of this Agreement. This paragraph shall not limit in any manner the fact that Attorneys serve at the will of the Council and may be terminated at any time.
10. **Residency.** Attorneys shall satisfy the residency requirements of Section 13 of the City Charter, by establishing and maintaining an office within Charlotte County. Said office shall remain active during the term of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first and above all written.


CITY OF PUNTA GORDA, FLORIDA

By: 
LYNNE R. MATTHEWS, Mayor

ATTEST:


KAREN SMITH, City Clerk

ICARD, MERRILL, CULLIS, TIMM,
FUREN, & GINSBURG, P.A.

By: 
David M. Levin, for the firm



ICARD MERRILL

ATTORNEYS & COUNSELORS

2033 Main Street
Suite 600
Sarasota, FL 34237
941.366.8100
Fax: 941.366.6384
icardmerrill.com

April 6, 2021

Greg Murray, City Manager
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950

Re: Renewal of City Attorney Agreement

Dear Mr. Murray:

The current City Attorney Agreement entered into between the City of Punta Gorda and Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. will expire on July 13, 2021.

As required by Paragraph 9 of the City Attorney Agreement, please be advised that unless the City Council opts to terminate the current Agreement, the City Attorney's term of service will automatically extend for an additional two years.

It remains an honor and pleasure to represent the City of Punta Gorda. I sincerely hope that the City Council will permit my firm and I to serve for at least another two years.

Respectfully submitted,


David M. Levin

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Patrick C. Seidensticker
Jaime L. Wallace
John J. Waskom
Richard S. Webb, IV

Of Counsel
Michael J. Furen

Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
Offices in Sarasota, Manatee, and Charlotte Counties
Established 1953

CITY ATTORNEY AGREEMENT

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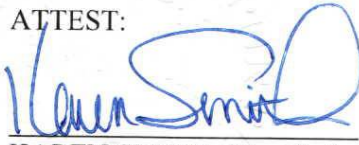
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first and above all written.

CITY OF PUNTA GORDA, FLORIDA

By: 
LYNNE R. MATTHEWS, Mayor

ATTEST:

KAREN SMITH, City Clerk

ICARD, MERRILL, CULLIS, TIMM,
FUREN, & GINSBURG, P.A.

By: 
David M. Levin, for the firm



ICARD MERRILL

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2033 Main Street
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June 5, 2019

Nancy Prafke, Mayor
Lynne Matthews, Vice Mayor
Jaha Cummings, Council Member
Gary Wein, Council Member
Debby Carey, Council Member
City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, FL 33950

RE: **Conflict Waiver Foreclosure Action:**
CITY OF PUNTA GORDA v. CERTAIN LANDS UPON WHICH
SPECIAL ASSESSMENTS ARE DELINQUENT, NAMELY 1601
TAMIAMI TRAIL, PUNTA GORDA, FL 33950 Case No. 18001018CA

Dear Mayor, Vice Mayor and Council Members:

As you are aware, the City of Punta Gorda is currently involved in that certain law suit styled: CITY OF PUNTA GORDA v. CERTAIN LANDS UPON WHICH SPECIAL ASSESSMENTS ARE DELINQUENT, NAMELY 1601 TAMIAMI TRAIL, PUNTA GORDA, FL 33950 Case No. 18001018CA (the "Lawsuit"). The Lawsuit involves disputes regarding foreclosure of the property located at 1601 Tamiami Trail, Punta Gorda, FL 33950.

As you also know, Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. ("Icard Merrill"), in its capacity as City Attorney has been engaged by the City of Punta Gorda to represent it in connection with the above-referenced matter. While pursuing this matter it came to our attention that the mortgage on the subject property, originally issued by Florida Community Bank, had been acquired by Synovus Bank (Synovus).

By way of further disclosure, Synovus has current attorney/client relationships with attorney(s) at Icard Merrill, and those relationships are ongoing as of the date of this letter.

Under the circumstances, Icard Merrill is only able to represent the City of Punta Gorda in the above-referenced Lawsuit if consent to such representation with a full understanding of the implications, full acknowledgement of the existing relationships and potential conflicts of interest, and a waiver of any and all such conflicts.

00989952-Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
Offices in Sarasota, Manatee, and Charlotte Counties
Established 1953

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John J. Waskom
Richard S. Webb, IV

In the event the City of Punta Gorda elects to sign the attached conflict waiver, you will be representing that you fully understand it and its effect and potential implications. Further, by signing the conflict waiver, you will be acknowledging full disclosure of Icard Merrill's prior and current representation of each of the parties. You will be waiving any and all conflicts of interest and claims and actions for conflicts of interest resulting therefrom.

Sincerely,



David Levin, Esq.
Icard, Merrill, Cullis, Timm,
Furen & Ginsburg, P.A.

CONFLICT WAIVER

The City Council of the City of Punta Gorda has read the foregoing letter and this Conflict Waiver, and fully understands the letter and this Conflict Waiver and their effect and implications. The City of Punta Gorda does hereby: 1) acknowledge the conflict issue raised in the foregoing letter; 2) waive any existing and potential conflicts of interest and any claims of and actions for conflicts of interest resulting from such representation in the litigation which is the subject of this letter; and 3) consent to Icard Merrill's representation of the City of Punta Gorda, in the Action styled CITY OF PUNTA GORDA v. CERTAIN LANDS UPON WHICH SPECIAL ASSESSMENTS ARE DELINQUENT, NAMELY 1601 TAMIAMI TRAIL, PUNTA GORDA, FL 33950 Case No. 18001018CA.

CITY OF PUNTA GORDA

By: 

Nancy Prafke, Mayor

Date: 6/5/19

ATTEST: 

Karen Smith, City Clerk



ICARD MERRILL

ATTORNEYS & COUNSELORS

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Suite 600
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February 26, 2019

Howard Kunik, City Manager
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, Florida 33950

Re: Renewal of City Attorney Agreement

Dear Mr. Kunik:

The current City Attorney Agreement entered into between the City of Punta Gorda and Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. will expire on July 13, 2019.

As required by Paragraph 9 of the City Attorney Agreement, please be advised that unless the City Council opts to terminate the current Agreement, the City Attorney's term of service will automatically extend for an additional two years.

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Respectfully submitted,

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Robert L. Young

renewal approved by
Council March 6, 2019

2033 Main Street
Suite 600
Sarasota, FL 34237
941.366.8100
Fax: 941.366.6384
icardmerrill.com

April 25, 2017

Howard Kunik, City Manager
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, Florida 33950

Re: Renewal of City Attorney Agreement

Dear Mr. Kunik:

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ICARD MERRILL

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110 Sullivan Street
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April 20, 2015

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Re: Renewal of City Attorney Agreement

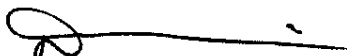
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April 4, 2013

Howard Kunik, City Manager
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, Florida 33950

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March 14, 2011

03-23-11A08:28 RCVD

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Re: Renewal of City Attorney Agreement

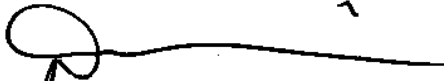
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renewal approved by
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Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. - Established 1953
Offices in Sarasota, Manatee and Charlotte Counties

CITY ATTORNEY AGREEMENT

THIS AGREEMENT, made this 8th day of July, 2009, between the City of Punta Gorda, Florida, hereinafter referred to as the "City" or "the City Council", as the context requires, and Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., herein after referred to as "Attorneys".

NOW THEREFORE, it is hereby agreed as follows:

1. **Term of Employment.** The City employs Attorneys, and Attorneys accept employment from July 14, 2009 through July 13, 2011, for the purpose of rendering professional legal services on behalf of the City. Pursuant to City Charter, however, the City Attorneys serve at the will of the City Council. This Agreement may, therefore, be terminated by either party at any time and for any reason. If this agreement is terminated, Attorneys shall reasonably cooperate in continuing to assist City with necessary legal representation until such time as City is able to contract for other legal services.
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- A. Pursuant to the City Charter, Attorneys shall accept no employment as counsel in any matter adverse to the City.
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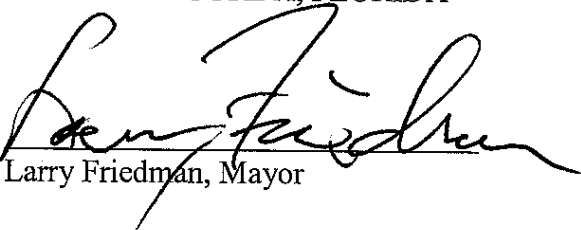
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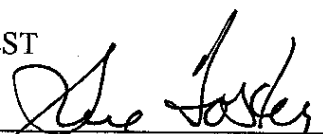
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first and above all written.


CITY OF PUNTA GORDA, FLORIDA

By: 
Larry Friedman, Mayor

ATTEST

By: 
Sue Foster, City Clerk

Icard, Merrill, Cullis, Timm, Furen
& Ginsburg, P.A.

By: 
David M. Levin, for the Firm

ICARD MERRILL

ATTORNEYS & COUNSELORS

Charlotte County Office
1777 Tamiami Trail
Suite 401
Port Charlotte, FL 33948
941.629.6319
Fax: 941.629.6324
icardmerrill.com

March 26, 2009

Howard Kunik, City Manager
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950

Re: Renewal of City Attorney Agreement

Dear Mr. Kunik:

The current City Attorney Agreement entered into between the City of Punta Gorda and Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. will expire on July 13, 2009.

As required by Paragraph 9 of the City Attorney Agreement, please be advised that unless the City Council opts to terminate the current Agreement, the City Attorney's term of service will automatically extend for an additional two years.

It remains both an honor and a pleasure to represent the City of Punta Gorda. I sincerely hope that the City Council will permit me to serve for at least another two years.

Respectfully submitted,


David M. Levin

James E. Aker
E. Dusty Aker
Charles J. Bartlett
Paul D. Beitlich
Bruce P. Chapnick
André K. R. Charbonneau
Maureen C. Chiofalo
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**CITY COUNCIL
CITY OF PUNTA GORDA
April 1, 2009**

<input type="checkbox"/> Public Hearing	<input type="checkbox"/> New Business
<input type="checkbox"/> Quasi-Judicial Public Hearing	<input type="checkbox"/> Unfinished Business
<input type="checkbox"/> Ordinance/Resolution	<input checked="" type="checkbox"/> Other
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> City Attorney

TITLE:

Renewal of City Attorney Agreement

FUNDS:

General and CRA Funds

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

Pursuant to the City Attorney agreement, the City Manager has received written notice from the City Attorney of the automatic renewal clause therein. The current agreement is scheduled to expire in July 2009.

EXHIBITS:

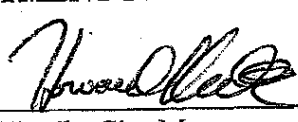
1. March 26, 2009 Letter from City Attorney

RECOMMENDED ACTION:

City Council approval of the agreement renewal.

DEPARTMENT DIRECTOR'S SIGNATURE:

DATE:


Howard Kunik, City Manager

March 26, 2009

ICARD MERRILL

ATTORNEYS & COUNSELORS

Charlotte County Office
1777 Tamiami Trail
Suite 401
Port Charlotte, FL 33948
941.629.6319
Fax: 941.629.6324
icardmerrill.com

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E.S.3

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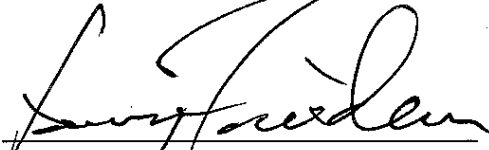
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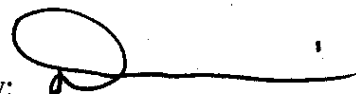
CITY OF PUNTA GORDA, FLORIDA

By: 
Larry Friedman, Mayor

ATTEST

By: 
Sue Foster, City Clerk

Icard, Merrill, Cullis, Timm, Furen
& Ginsburg, P.A.

By: 
David M. Levin, for the Firm

CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, APRIL 4, 2007 9:00 A.M.

COUNCILMEMBERS PRESENT: Friedman, Albers, Wallace, Goldberg, Smith-Mooney

CITY EMPLOYEES PRESENT: Dave Drury, Finance; Rick Keeney, Public Works; Steve Adams, Utilities; Phil Wickstrom, Human Resources; Dennis Murphy, Growth Management; Kathy Dailey, City Manager's Office; Chuck Rinehart, Police; Robert Hancock, Fire; City Attorney Levin; City Manager Kunik; City Clerk Foster

NEW BUSINESS

City Attorney's Contract

City Attorney Levin noted his contract required his notice to City Council at this time should he wish to renew same for an additional two year period. He advised he was requesting an amendment to the contract to allow renewal for successive two year periods. He concluded his ultimate desire was to relocate his office into the City of Punta Gorda, thus a two year commitment would allow same to occur.

Councilmember Albers **MOVED** approval to renew the contract for two years, **SECONDED** by Councilmember Goldberg.

Councilmember Smith-Mooney voiced concern with the two year period, opining the City was nearing the time when a staff attorney would be necessary, adding same may make it more difficult to do so.

City Attorney Levin pointed out Council could indicate they wished to terminate the contract at any time.

MOTION UNANIMOUSLY CARRIED.

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E.S.S.

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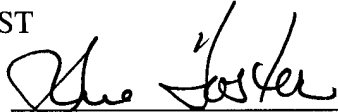
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Stephen M. Fabian, Jr., Mayor

ATTEST
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