

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM: Monroe D. Kiar, Town Attorney
954-584-9770

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND MONROE D. KIAR TO PERFORM THE DUTIES OF THE TOWN ATTORNEY AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town Council at the previous Town Council Meeting of March 1, 2006, requested the Town Attorney to prepare an amendment to the contract between the Town of Davie and the Law Firm of Monroe D. Kiar and Associates.

PREVIOUS ACTIONS: Resolution R-2000-214 engaging the services of Monroe D. Kiar as permanent attorney; Resolution R-2003-58 amending the agreement for legal services between the Town of Davie and Monroe D. Kiar; Resolution R-2004-264 amending the agreement for legal services between the Town of Davie and Monroe D. Kiar, and Resolution R-2005-226 amending the agreement for legal services between the Town of Davie and Monroe D. Kiar.

CONCURRENCES: N/A

FISCAL IMPACT:

RECOMMENDATION(S): Motion to approve the Resolution

ATTACHMENTS: Resolution, revised Engagement Letter

RESOLUTION _____

RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND MONROE D. KIAR TO PERFORM THE DUTIES OF THE TOWN ATTORNEY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie initially retained the services of Monroe D. Kiar as Interim Town Attorney in April, 2000 and thereafter, as permanent Town Attorney pursuant to an Engagement Letter in Resolution R-2000-214 dated September 6, 2000, and subsequently, amended said agreement pursuant to Resolutions R-2003-58, R-2004-264 and R-2005-226; and

WHEREAS, the Town Council is satisfied with the legal services provided by Monroe D. Kiar and his law office regarding the position of Town Attorney; and

WHEREAS, the Town Council desires to continue to engage the services of Monroe D. Kiar as Town Attorney in accordance with the provisions of the Amended Engagement Letter agreement, a copy of which is attached hereto, but wishes to make the following amendment to the existing Amended Engagement Letter agreement as follows:

During the term of this Agreement, it is agreed that neither the Law Office of Monroe D. Kiar and Associates, nor any attorney in the firm shall represent any councilmember, the Town Administrator or any Department heads in any personal legal matters unrelated to the activities of the Town of Davie. Specifically, the above referenced Department heads shall include the Finance Director, Town Clerk, Development Services Director, Fire Chief, Director of Human Resources, Director of Parks & Recreations, Police Chief, Director of Public Works, or the Director of the Utilities of the Town of Davie.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Davie, Florida,

SECTION 1. The Town Council hereby authorizes the Mayor to execute an Amended Engagement Letter with Monroe D. Kiar for his services as Town Attorney, attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006.

**AMENDED TOWN OF DAVIE ENGAGEMENT
LETTER WITH ATTORNEY MONROE D. KIAR**

This Agreement is entered into this ____ day of _____, 2006, by and between the **TOWN OF DAVIE, a Florida Municipal Corporation**, and **MONROE D. KIAR, ESQUIRE as a member of the LAW OFFICES OF MONROE D. KIAR AND ASSOCIATES**, and both parties agree to the following:

WHEREAS, the Town of Davie retained the services of Monroe D. Kiar to provide legal services to the Town on September 6, 2000, and thereafter, entered into Amended Town of Davie Engagement Letters with Attorney Monroe D. Kiar on March 5, 2003 and November 17, 2004, pursuant to Resolutions R-2003-58 and R-2004-264; and

WHEREAS, the Amended Town of Davie Engagement Letter of November 17, 2004, sets the compensation to be paid to Monroe D. Kiar, Esquire for legal services for himself and attorneys working at his direction to be at a rate based upon \$150.00 per hour and that said hourly rate would be reviewed annually with the next review in August, 2005; and

WHEREAS, the Town Council wishes to update this contract to establish a new rate of compensation for Monroe D. Kiar, Esquire, as Town Attorney; and

NOW, THEREFORE, be it agreed by and between the Town of Davie and Attorney Monroe D. Kiar as follows:

Section 1. The Town of Davie is a municipal corporation established under Chapter 61-2056, and the Town Attorney's position is a position established by the Town of Davie enabling legislation and the Town Charter, and the rights and obligations of both are governed by Chapter 61-2056.

Section 2. The Davie Town Council desires that Monroe D. Kiar, Esquire continue to serve as the Town Attorney and Monroe D. Kiar, Esquire desires to continue to serve in the capacity of Town Attorney.

Section 3. Monroe D. Kiar Esquire shall perform the duties of the Town Attorney as prescribed by the Davie Town Charter as it presently exists and as may be amended from time to time. The Town Charter presently states

"The Town Attorney. The Town Attorney shall be a practicing attorney and a member of the Florida Bar. The Town Attorney shall be retained by the Town Council and shall act as a legal advisor to and counselor for the Town and all of its officers in matters relating to their official duties; provide written legal opinions on official matters when requested to do so by Councilmembers and/or Town Administrator; draft or review for legal correctness ordinances, contracts, franchises and other instruments; perform such other professional duties as may be assigned to him by the Council and/or Town Administrator. For his services, the Town Attorney shall be compensated by a retainer set by the Council."

Section 4. The compensation to be paid to Monroe D. Kiar, Esquire for legal services for himself and attorneys working at his direction shall be at a rate based upon \$160.00 per hour (such rate shall be inclusive of non-attorney support staff, such as secretarial staff). This hourly rate applies to all legal work, including review of agendas, attendance at all Council Meetings and all required board and staff meetings, litigation, attendance before any administrative bodies, municipal prosecutions, etc. This hourly rate shall be reviewed annually in August of each successive year with the next annual review in August, 2006. Billings shall be in 1/10 hour increments. The hourly rate shall include time spent for conferences, on the telephone, drafting documents, in negotiation, in legal research, court time and for travel to and from locations away from Monroe D. Kiar's office. Additionally, Monroe D. Kiar shall be reimbursed for various and sundry costs and expenses, which costs and expenses shall be, including, but not limited to, long distance telephone calls, photocopies, out-of-town (out-of- Broward County) travel expenses (if applicable), deposition expenses (including costs of transcript and court reporters fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), accounting and appraisal fees and fees and expenses of other experts which are deemed necessary by the Town Attorney (approval will be obtained from the

Town Council before retaining an expert). Additionally, in the event that expenses are incurred for pro rata computer time charges for utilization of West Law, a computer accessible legal data base research tool, to the extent that it is not provided by the Town to the Town Attorney.

Section 5. Monroe D. Kiar, Esquire will submit monthly invoices to the Town of Davie. Payment of the invoices will be made within thirty (30) days of submission. Each charge shall be shown on the statement, whether fees or costs. If there are any disputes or questions regarding the amount of the statement, the Town should contact Monroe D. Kiar for clarification within the first fifteen (15) days from the date that the invoice is sent.

Section 6. The employment of the Town Attorney shall be without definite term and shall continue until terminated as provided herein.

Section 7. During the term of this Agreement, it is agreed that neither the Law Office of Monroe D. Kiar and Associates, nor any attorney in the firm shall represent any councilmember, the Town Administrator or any Department heads in any personal legal matters unrelated to the activities of the Town of Davie. Specifically, the above referenced Department heads shall include the Finance Director, Town Clerk, Development Services Director, Fire Chief, Director of Human Resources, Director of Parks & Recreations, Police Chief, Director of Public Works, or the Director of the Utilities of the Town of Davie.

Section 8. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Town Attorney subject only to the provisions set forth in Section 9 of this Agreement.

Section 9. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Monroe D. Kiar to resign at any time from the position with Davie subject only to the provisions set forth in Section 10 of this Agreement.

Section 10. The Town of Davie may terminate this contract by an affirmative vote of the Davie Town Council. The Town of Davie shall give Monroe D. Kiar one hundred eighty (180) days written notice of termination of this agreement. Monroe D. Kiar, Esquire and the Law Offices of Monroe D. Kiar and Associates will receive compensation during said one hundred eighty (180) day period in the minimum amount of at least one-twelfth (1/12) of the previous year's total billings per month, for said one hundred eighty (180) day period, conditioned upon the Town Attorney being willing and able to serve as Town Attorney during the aforesaid one hundred eighty (180) day period.

Section 11. This agreement may be terminated by Monroe D. Kiar upon sixty (60) days written notice to the Town of Davie.

TOWN OF DAVIE, FLORIDA

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

ACCEPTED:

MONROE D. KIAR, ESQUIRE