

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** Gary Shimun, Town Administrator/954-797-1030  
**PREPARED BY:** Barbara McDaniel, MMC, Assistant Town Clerk  
**SUBJECT:** Resolution  
**AFFECTED DISTRICT:** n/a

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND JOHN C. RAYSON. TO PERFORM THE DUTIES OF THE TOWN ATTORNEY AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The Town of Davie has solicited proposals to provide legal services after Monroe D. Kiar was dismissed. During the time of transition, the law firm of Goren, Cherof, Doody, and Ezrol, P.A. agreed to provide legal services as the Town Attorney. The Town has subsequently chosen John C. Rayson, Esq., to provide legal services on an ongoing basis.

**PREVIOUS ACTIONS:** The Town Council appointed the law firm of Goren, Cherof, Doody, and Ezrol, P.A. to perform legal services on its behalf until a permanent choice had been made.

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? Yes

If yes, expected cost: \$225.00/hour for general matters

Account Name: Professional Services/Town Attorney 001-1810-514-3101

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):** Resolution, Exhibit A (Agreement), and Exhibit B (Rate Schedule)

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND JOHN C. RAYSON. TO PERFORM THE DUTIES OF THE TOWN ATTORNEY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 6(d) of the Town of Davie Charter requires that “The town attorney shall be retained by the town council and shall act as the legal advisor to and counselor for the town and all of its officers in matters relating to their official duties;” and

WHEREAS, the Town Council terminated the services of Town Attorney Monroe D. Kiar effective January 10, 2007; and

WHEREAS, the Town Council contracted with the law firm of Goren, Cherof, Doody, and Ezrol, P.A. to perform legal services until a permanent selection was made; and

WHEREAS, the Town Council desires to have proper legal representation on all municipal matters; and

WHEREAS, the Town Council desires to engage John C. Rayson, Esq. to perform the duties of the Town Attorney in accordance with the attached agreement identified as Exhibit “A.”

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 agreement with John C. Rayson, Esq. to perform the duties of the Town Attorney.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

“Exhibit A”

**INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES**  
**AGREEMENT FOR LEGAL SERVICES**

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT is made and entered into in duplicate in Broward County, Florida this 15<sup>th</sup> day of August, 2007, by between the TOWN OF DAVIE, FLORIDA, a municipal corporation (hereinafter “Town”), and John C. Rayson, Esquire (hereinafter “Town Attorney”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. John C. Rayson shall serve in the capacity of Town Attorney to the Town in accordance with the Town Charter and the Code of Ordinances of the TOWN OF DAVIE, Florida (“Town Code”).
2. The term of employment of the Town Attorney under this Contract, hence the term of this Independent Contractor Professional Services Agreement, shall commence on August 15, 2007, and shall remain in full force and effect until such time as the Agreement is terminated as provided for herein or modified by mutual consent of both parties.
3. The Town Attorney agrees to attend all regular and special meetings of the Town Commission and to Perform any and all legal services, of whatever kind or nature, including general legal practice and litigation, required or requested of Town Attorney by the Town for the TOWN OF DAVIE and the Town Administrator thereof (when same is acting in his/her official capacity on behalf of the TOWN OF DAVIE) during the term of this Employment Contract. The Town Attorney shall be retained by the Town Council and shall act as the legal advisor to and counselor for the Town and all of its officers in matter relating to their official duties; provide written legal opinions on official matters when requested to do so by council members and/or Town Administrator; draft or review for legal correctness ordinance, contracts, franchises and other instruments; and perform such other professional tasks as may be assigned to him by the Council and/or Town Administrator.
4. The parties specifically recognize and understand that other members in the firm Town Attorney possess the requisite skill, competence and exposure in municipal/governmental practice. Specifically, therefore, and notwithstanding any of the foregoing, the rendition of services hereunder by any attorney or paralegal of the law firm of the Town Attorney shall not be prohibited and shall be deemed

to be in accordance with the provisions of Section 112.313, Florida Statutes, including, litigation and support services otherwise described and permitted by the aforesaid statute. Compensation for such services shall be in accordance with that schedule set forth in Exhibit "B" attached hereto.

5. As full payment and compensation for the Town Attorney's services hereunder, Town shall pay to Town Attorney and Town Attorney agrees to accept from Town an hourly rate of **\$225.00** per hour or such lesser sum as set forth on Exhibit "B" attached hereto and incorporated herein, not to exceed the budgeted amount adopted annually by the Town Commission, for the 2007 fiscal year commencing with the effective date of this agreement. The Town agrees to make payment to the Town Attorney on a monthly basis within thirty (30) days of receipt of billing for the month of service rendered. In the event of termination pursuant to the terms hereof, Town Attorney shall be entitled only to such compensation as shall have accrued to the date of said termination.
6. In addition to the compensation for professional services as set forth above, Town Attorney shall be permitted to submit to the Town on a monthly basis for payment by Town to Town Attorney an invoice for all reasonable and necessary legal expenses incurred on behalf of the Town, such as court costs, including but not limited for filing fees, service of summons, service of subpoenas, witness fees, including expert witness fees, court reporters fees, as well as long distance toll charges, computerized legal research, messenger service and photo copying and facsimile costs not performed by the Town in accordance with that schedule attached hereto as Exhibit "B". The foregoing constitutes reimbursement of expenses to Town Attorney and not fees for services as contemplated hereunder. Town Attorney may also request these costs be paid directly by Town to the billing party, agency or vendor upon their original invoice or billing statement rather than on reimbursement basis.
7. The Town shall compensate the Town Attorney on an hourly basis of **\$225.00** per hour or such lesser sum as set forth in Exhibit "B" for:
  - A. Any litigation or arbitration in which the Town is party plaintiff or a party defendant;
  - B. Any administrative hearings before any governmental/administrative bodies including, but not limited to, other official Town Boards or Committees except as set forth herein.
  - C. Municipal prosecutions filed in the Broward County Court for matters not brought before the Town's Code Enforcement Board.
  - D. Forfeiture proceedings.

- E. Co-Counsel activities with insurance counsel assigned by the Town's insurance carrier when necessary and appropriate.
  - F. Preparation of Cable or Telecommunication Agreements or Ordinances.
  - G. Real Estate Transactions.
  - H. Charter Review matters.
  - I. Comprehensive Planning and Land Development related matters.
  - J. Issuing bond counselor's services or other services required pursuant to public finance matters.
  - K. General ethics matters for administration staff and other employees.
  - L. Personnel issues.
  - M. Other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Commission.
8. The Town agrees that the services provided by the Town Attorney under this Agreement are performed as an officer of the Town and therefore the Town hereby extends the protection afforded by Section 111.07, Florida Statutes, to the Town Attorney.
9. The parties to this Agreement hereby agree that this Agreement is terminable by majority vote of the Town Commission at any time and terminable by The Town Attorney upon thirty (30) days written notice tendered to the Town. However, at Town's option, and if so requested by Town, Town Attorney shall continue to provide professional services contemplated herein pending the appointment, employment or retention of the successor Town Attorney if such process should take longer than thirty (30) days, provided that Town exerts reasonable efforts during said thirty (30) days to seek and select said successor.
10. The Town Attorney shall not assign or transfer its rights, title or interest in the Agreement nor shall the Town Attorney delegate any of the duties and obligations undertaken by the Town Attorney without the Town's prior written approval.
11. Within thirty (30) days of the execution of this Agreement the Town Attorney shall provide the Town with a copy of the Town Attorney's malpractice insurance, if not already on file with the Town.

12. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
13. During the term of this Agreement, it is agreed that neither John C. Rayson, nor any other member of his law firm shall represent any councilmember, the Town Administrator, the Assistant Town Administrator or any Department heads and each Department Head's Chief Assistant in any personal legal matters unrelated to the activities of the Town of Davie. The Town will consistently keep the Town Attorney apprised of the names of all current Department Heads and their Chief Assistants when changes occur.
14. John C. Rayson agrees that no work will be referred by him or his firm to any sitting member of the Town Council while employed as the Town Attorney.
15. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by both parties.

**IN WITNESS WHEREOF**, the parties have set their hands and seals at and in the State and County first above written.

TOWN OF DAVIE, FLORIDA:

BY: \_\_\_\_\_  
TOM TRUEX, MAYOR

BY: \_\_\_\_\_  
JOHN C. RAYSON

**INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES**  
**AGREEMENT FOR LEGAL SERVICES**

**EXHIBIT "B"**  
**RATE SCHEDULE**

**A. Identification**

**Client: TOWN OF DAVIE, Florida**

**B. Hourly rates for legal personnel pursuant to Paragraph 7:**

<b>John C. Rayson</b>	<b><u>\$225.00</u></b>	<b><u>/hour</u></b>
<b>Associates</b>	<b><u>\$175.00</u></b>	<b><u>/hour</u></b>
<b>Law Clerks</b>	<b><u>\$75.00 – \$100.00</u></b>	<b><u>/hour</u></b>
<b>Paralegals</b>	<b><u>\$100.00</u></b>	<b><u>/hour</u></b>

**C. Standard Charges**

**We charge for our time in minimum units of .10 hours**

**D. Costs and expenses**

**In-office photocopying      \$0.35/page**

**Telefacsimile transmittal      \$10.00**

**Computerized legal research at cost**

**E. Subject to Change**

**The rates on this schedule are subject to change on thirty (30) days' by  
written notice.**