

Knott · Ebelini · Hart

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◊ Board Certified Construction Lawyer

Michael E. Roeder, AICP
Director of Zoning
and Land Use Planning

February 10, 2014

The Honorable Alan Mandel
Mayor, Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, Florida

RE: Professional Legal Services to the Town of Fort Myers Beach

Dear Mayor Mandel:

As of February 1, 2014, I have joined the law firm of Knott · Ebelini · Hart (The Knott Law Firm) located at 1625 Hendry Street, Fort Myers, Florida, phone (239) 334-2722, fax (239) 334-2801. With this move, I am returning to the law firm I originally founded in 1982.

I will continue to work full time in the areas of governmental, administrative and real estate law, and, as you know, I have had the honor and privilege of representing the Town and am presently involved in several projects for the Town, including the proposed improvements to Estero Boulevard, the Matanzas Pass Sky Bridge, the Mound Key projects and the proposed work at Big San Carlos Pass.

I desire to continue representing the Town pertaining to these projects, as well as all other projects, which may be assigned to my law firm. In fact, the Knott Law Firm is prepared and desires, to serve as legal counsel to the Town.

If retained by the Town, I will personally attend all regular and special meetings of the Town Council. Should I be unable to attend because of illness, vacation or being out of town, George Knott will be in attendance. I will also attend Council work sessions when requested by the Mayor or Town Manager.

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If selected, the Knott Law Firm will agree to professional fees in accordance with the Exhibit "A" attached hereto. The monthly retainer will include the following:

- Attending all Town Council regular and special meetings
- Attendance at Work Sessions when requested by the Mayor
- Revising Town ordinances per Town Council direction
- Draft and/or revise Town Resolutions per Town Council direction
- Advise Town Council on legal issues
- Research and provide legal opinions to Town Council upon request
- Advise Town staff on legal issues when requested by Town Manager
- Prepare and/or revise Town agreements with vendors and other third parties and review Town documents for legal sufficiency
- Coordinate with Town Manager regarding legal components of Town business; attend staff meetings when necessary to address legal issues if requested by Town Manager
- Advise Town Clerk and Town Council pertaining to public records requests & sunshine matters
- When requested by Town Council, assist Town advisory committees with sunshine issues and other legal matters
- Assist in negotiating contracts, agreements, to include, Interlocal Agreements for approval by the Town Council

In addition to the retainer, the Firm is to be reimbursed its costs and expenses incurred in representing the Town. The Town will not be charged for travel to and from regular or special meetings and/or workshops of the Town Council or when attending Advisory Committees meetings.

It is the intent of the parties for this agreement to continue in full force and effect until June 30, 2015; however, the Firm acknowledges that Section 8.01 of the Town of Fort Myers Beach Charter authorizes the Town Council to remove the Firm as the Town Attorney for any reason by motion requiring three affirmative votes. The Firm may terminate the agreement by giving the Town Council at least 90 days advance written notice; however, as to matters and/or cases being

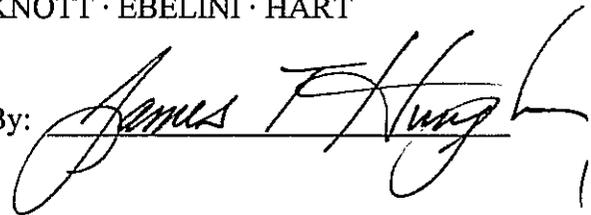
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handled on an hourly basis, the Firm agrees to continue such representation until the matter is completed or the Town Council retains substitute counsel.

For non-retainer services, the Firm will serve as the Town Counsel and represent the Town in all civil suits, actions, legal proceedings, administrative and real estate matters and shall serve as Issuer Counsel in all bond proceedings, all of which will be invoiced separately. The Firm will also provide services for major projects outside the monthly retainer. The Firm agrees not to represent any party directly adverse to the Town.

KNOTT · EBELINI · HART

By:



cc: Town Council
Town Manager
Town Clerk

Accepted and approved by the Town Council of Fort Myers Beach on this ____ day of _____, 2014.

Michelle Mayher, Town Clerk

Honorable Alan Mandel, Mayor

Exhibit "A"

Schedule of Fees

Monthly retainer of \$12,000.00 which covers the matters listed on page 2 of this letter.

For this monthly amount, the firm will provide a minimum of 900 attorney hours for the year which averages approximately 75 attorney hours each month.

For services not covered by the retainer, such as the major projects listed in this letter, the firm will bill at a reduced hourly rate as follows:

Area of Law	Rate
Administrative Law & Hearings	\$225.00 for Partners and \$175.00 for Associates
Litigation	\$225.00 for Partners and \$175.00 for Associates
Labor Employment Law	\$250.00 for Partners and \$200.00 for Associates
Tax	\$275.00 for Partners and \$225.00 for Associates
Special Projects	\$225.00 for Partners and \$175.00 for Associates