



**VILLAGE OF INDIANTOWN
AGENDA
SPECIAL VILLAGE COUNCIL MEETING**

August 14, 2018
4:00 PM
at the INDIANTOWN CIVIC CENTER
15675 SW Osceola Street, Indiantown, FL 34956

VILLAGE COUNCIL
SUSAN GIBBS THOMAS, MAYOR
GUYTON STONE, VICE MAYOR
JACKIE GARY CLARKE
ANTHONY D. DOWLING
JANET HERNANDEZ

ADMINISTRATION
TERESA LAMAR-SARNO, VILLAGE MANAGER
PAUL J. NICOLETTI, VILLAGE ATTORNEY
CHERIE WHITE, VILLAGE CLERK

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Indiantown. Civility is practiced at all Village meetings.

Special Needs: If anyone attending this meeting requires a special accommodation, please contact Cheryl White, Village Clerk, by telephone at (772) 597-9900 or by email at cwhite@indiantown.org. If you are hearing impaired, please contact the Florida Relay Service, Dial 711, or call 800-682-8706 (English); 800-682-8786 (Espanol); 800-855-2886 (TTY).

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Village Council.

Appeal of Decision: If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Village Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Village Council Member, or by any member of the public desiring it to be heard, without a motion.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMENTS BY VILLAGE MANAGER

APPROVAL OF AGENDA

-A motion is adopted to approve the Agenda as it appears, or as modified by motion of the village council.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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PUBLIC COMMENT

*-The public is invited to comment for up to 3 minutes **on any item not on the Agenda**. Questions are typically deferred to staff, and if civility is not practiced, the Mayor may rule the person out of order, and may require the person be removed from the meeting.*

CONSENT AGENDA

REGULAR AGENDA

DISCUSSION ITEMS

1. Discussion and Selection of a Village Attorney

ANNOUNCEMENTS

NEXT REGULAR MEETING

ADJOURNMENT

VILLAGE OF INDIANTOWN, FLORIDA

VILLAGE ATTORNEY CONTRACT

IN CONSIDERATION of the mutual agreements and promises herein, the **VILLAGE OF INDIANTOWN**, Florida, a municipal corporation ("Village"), contracts for legal services with _____ as **Village Attorney**, on an "at will" basis, beginning on September 1, 2018, and terminating or expiring as provided herein.

1. **LEGAL REPRESENTATION.** The Village Attorney shall use reasonable efforts to represent the Village in the best possible manner, and shall be responsible directly to the Village Council and as provided in the Village Charter, and shall work with the Village Manager, Village staff, and consultants, as required by the Village Council, and in accordance with applicable laws and ordinances. The Village Attorney estimates on average to spend not less than 60 hours per month on Village business.
2. **PROFESSIONAL FEE.** From September 1, 2018 through September 30, 2019, the Village Attorney shall be paid at the rate of \$200 per billable hour (or flat rate of \$12,000 per month). For all billable time which exceeds 60 hours per month, the Village Attorney shall be paid at the rate of \$175 per billable hour. It is anticipated that the Village Attorney will stay within the maximum of 60 hours per month, unless handling a complex matter, such as litigation or contract negotiations. The Village Attorney shall provide the Village with an invoice for all billable time. For the 2020 fiscal year (October 1, 2019) and beyond, the Village Attorney shall receive compensation as approved by the Village Council in its annual budget.
3. **ADMINISTRATIVE EXPENSES.** The village agrees to provide the Village Attorney with an offset for administrative expenses including, but not limited to personal cellphone, Internet, postage, private vehicle use, and office supplies, at the rate of four (4%) percent of the monthly fee amount, not to exceed \$480.00 per month.
4. **VEHICLE.** The Village Attorney agrees to utilize a personally owned vehicle (POV) in the performance of of this contract. The Village shall only reimburse the Village Attorney at the standard IRS mileage rate for any official Village use of his POV outside Martin County, but not including to and from home or law office.
5. **NON-EXCLUSIVE CONTRACT.** The parties agree that this is a non-exclusive Contract and the Village Attorney may accept any and all non-conflicting representations. The Village Attorney affirmative discloses to the Village that he serves as a Magistrate for _____ and as general counsel for _____, and that this in no way will prevent him from negotiating with Martin County for County-provided services. The Village may also associate "outside counsel" for specific projects or cases, and shall do so, considering the recommendation of the Village Attorney.
6. **SUBSTITUTE LEGAL COUNSEL.** This Contract is for legal services, and it may not be sub-contracted, assigned or transferred by the Village Attorney, except that the

VILLAGE of INDIANTOWN, Florida
Village Attorney Contract

Village Attorney may provide for temporary substitute counsel for the Village, at customary hourly rates, in the rare event of a conflict of interest, or conflict of time or day. Such appointment of substitute counsel may be canceled by the Village Council at any time.

7. **TERMINATION.** The Village Council may terminate this Contract without cause at any time, upon 30 days notice. The Village Attorney may terminate this contract upon at least 45 days written notice to the Village Council, and shall be paid for all billable time outstanding.
8. **MISCELLANEOUS.** This Contract is the entire agreement between the parties, and no prior oral or written agreement shall supersede it. This Contract may be amended only in a writing approved by each party. This Contract is for services, and is not intended to be an employment contract or to confer the status of "employee" upon the Village Attorney. The Village Attorney understands and agrees that the Contract is "performance-based" meaning that the Village Attorney will set the dates, times, and hours of operation and performance, with the understanding that public meetings and availability to the Village as a client are a priority of the Village Council. The Village Attorney further understands and agrees there are no employment benefits associated with this Contract, and the Village Attorney shall be responsible for the payment of all taxes related to the income derived from this Contract.

IN WITNESS WHEREOF, the Village and _____ have executed this contract on the 23rd day of August, 2018.

– ALL SIGNATURES ON NEXT PAGE –

VILLAGE of INDIANTOWN, Florida
Village Attorney Contract

ATTORNEY

ATTEST:

VILLAGE OF INDIANTOWN,
FLORIDA

CHERIE WHITE, VILLAGE CLERK

SUSAN G. THOMAS, MAYOR

SAMPLE