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VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2022 - 35

A RESOLUTION CONFIRMING THE APPOINTMENT OF ROBERT M. ESCHENFELDER, ESQ., WITH THE LAW FIRM OF TRASK DAIGNEAULT, LLP, AS VILLAGE ATTORNEY; AUTHORIZING VILLAGE MAYOR TO EXECUTE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 5(2) of the Estero Charter provides that there shall be a Village Attorney who shall be a member in good standing of The Florida Bar, who shall be appointed by the Village Council, who shall serve as the chief legal advisor to the Council and Village administrators, departments, and agencies; who shall attend all Council meetings unless excused by Council, and who shall perform such professional duties as may be required by law or by the Council in the furtherance of law; and

WHEREAS, on March 1st 2022, the Village issued RFP 2022-02 seeking proposals from qualified law firms for the provision of Village Attorney services; and

WHEREAS, the Village's staff conducted initial qualifications reviews and reference checks for each proposing firm, and conducted in-person interviews on April 11th 2022 with the lead and secondary attorneys proposed in each proposal; and

WHEREAS, based on the qualification's reviews and in-person staff interviews, the Village narrowed the field to two finalist firms and, thereafter, Village staff performed additional reference reviews; and

WHEREAS, in late June, 2022, the finalist attorneys were individually interviewed by each member of the Village Council; and

WHEREAS, on July 27th 2022, the two finalist attorneys were further interviewed by the Village Manager; and

WHEREAS, having received the feedback of the various stakeholders, and having performed sufficient due diligence regarding the status, capabilities, qualifications, and overall fit of the candidates and their respective firms, the Village Manager has recommended that the Council select the Firm to provide Village Attorney services to the Village; and

WHEREAS, on October 6th 2022, the Village Manager and the Firm met to discuss and agree to business terms, as set forth in this Agreement; and

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WHEREAS, the Village Council, having reviewed the initial proposals, taken into account the feedback and recommendations of the Village’s administrative stakeholders, and having been informed by the individual Council member meetings with the finalist firms, determines that is in the Village’s best interests to retain the Firm to provide Village Attorney services.

NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

Section 1. The Village retains the Firm to perform or provide Village Attorney legal services as set forth in § 5(2) of the Estero Village Charter, to begin at 12:01 a.m. on Monday, November 21st 2022. While any of the Firm’s attorneys may be assigned to provide particular services to the Village, as proposed in the Firm’s proposal, the primary Village Attorney shall be Robert Eschenfelder, Esq.

Section 2. The Firm shall be compensated for attorney services at the rate of \$220 per hour for attorney work. Paralegal services shall be billed at the rate of \$90 per hour for all work performed under this Agreement.

Section 3. The Village shall pay all costs incurred or advanced by the Firm in representing the Village pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, document scanning and photocopying charges, express delivery (FedEx, UPS, etc.) charges, travel time, computer research fees, and other out-of-pocket costs.

Section 4. The Firm will bill the Village on a monthly basis for all legal fees and costs incurred in the prior month under this Agreement, and the Village shall pay these invoices in accordance with the Florida Local Government Prompt Payment Act. For any month in which no services are requested or costs incurred, no bill will be sent.

Section 5. This Agreement is terminable by either the Village Council or the Firm for any or no reason on thirty (30) days written notice to the other Party.

Section 6. In the event the Village terminates the Firm’s services under this Agreement, the Firm shall be entitled to be compensated according to the terms of this Agreement for all services rendered or costs incurred prior to the effective date of the termination.

Section 7. All notices and communications required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or by registered or certified mail to the following persons:

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Section 8. This Resolution shall take effect immediately upon adoption.

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ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 16 day of November, 2022.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Robert D. Pritt, J.D., B.C.S., Interim Village Attorney