

Persson & Cohen, P.A.

Attorneys and Counselors At Law

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Reply to: Venice

August 15, 2013

The Honorable John W. Holic, Mayor
and Members of the City Council
401 West Venice Avenue
Venice, Florida 34285

Dear Mayor Holic and Councilmembers:

I have two suggested changes to the City Attorney Agreement that I ask you to consider: one deletes Hankin, Persson, et. al. and the other is regarding real estate matters that will not result in a closing.

First, Hankin, Persson, et. al. has dissolved effective August 15; therefore, the former firm should be removed from the existing contract. I'm suggesting not replacing it with Persson & Cohen P.A. because, when I look at the City Charter, it seems to imply that an individual will be City Attorney, not a firm. This change will have no effect upon how I work and I will continue to bring in other lawyers from Persson & Cohen to do work as the need arises.

Second, presently the agreement excludes real estate "closings." I'd like to change that to real estate "specialized matters." I'm finding there are times when, in my opinion, it would be beneficial for the City to bring in a specialized lawyer to deal with a real estate matter that may not result in a "closing." Commercial leases at the airport are a prime example. While I have drafted commercial leases in the past, it seems to me that having someone fully up-to-date on trends in commercial leasing would make more sense, especially when there are significant financial impacts to the City. I would continue to do the ordinary, normal, everyday real estate related matters; but, when it came to redoing a significant lease or addressing a specialized matter of property law, I'd bring a in specialized person. The cost will not impact my proposed City Attorney budget.

Attached is a proposed First Amendment, as well as the existing agreement, showing you the proposed changes.

Thank you for your consideration. If you have any questions, I'd be pleased to address them.

Respectfully,



David P. Persson

DPP/dgb
Attachment

Sarasota
1820 Ringling Blvd.
Sarasota, Florida 34236

Venice
217 Nassau Street S.
Venice, Florida 34285

**FIRST AMENDMENT TO
CITY ATTORNEY AGREEMENT**

This First Amendment to City Attorney Agreement (the "Agreement") is made and entered into this _____ day of August, 2013, by and between THE CITY OF VENICE, FLORIDA (the "City") and DAVID PERSSON and the law firm of HANKIN, PERSSON, McCLENATHEN, COHEN & DARNELL (collectively, the "City Attorney").

1. The City Attorney Agreement, dated the 12th day of February, 2013, is hereby amended to delete all references to the law firm of Hankin, Persson, McClenathen, Cohen & Darnell.
2. The City Attorney Agreement, dated the 12th day of February, 2013, is further amended to change the term "real estate closings" in Paragraph 2 to "specialized real estate matters."

IN WITNESS WHEREOF, the parties executed this Agreement in the City of Venice, Sarasota County, this _____ day of August, 2013.

CITY OF VENICE

DAVID PERSSON

By: _____
John Holic , Mayor

David Persson, individually and on
behalf of Hankin, Persson,
McClenathen, Cohen & Darnell

ATTEST:

Lori Stelzer, City Clerk

CITY ATTORNEY AGREEMENT

This City Attorney Agreement (the "Agreement") is made and entered into this 12th day of February, 2013, by and between THE CITY OF VENICE, FLORIDA (the "City") and DAVID PERSSON ~~and the law firm of HANKIN, PERSSON, McCLENATHEN, COHEN & DARNELL~~ (collectively, the "City Attorney").

WHEREAS, the relationship between the City and the City Attorney is one founded upon mutual trust, competence and respect developed over time and experience; and

WHEREAS, both the City and the City Attorney wish to foster a relationship that promotes trust, competence and respect as well as cost effective representation.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Appointment. The City hereby appoints David Persson ~~and the firm of Hankin, Persson, McClenathen, Cohen & Darnell~~ as City Attorney effective March 1, 2013. David Persson ~~and the firm of Hankin, Persson, McClenathen, Cohen & Darnell~~ hereby accepts the appointment as City Attorney.
2. Compensation. The City Attorney shall perform all duties and responsibilities of the office of City Attorney for the yearly compensation of \$248,650.00 (the "retainer"), payable in arrears in monthly installments with the first payment to be made April 1, 2013. These duties and responsibilities shall include those services identified in Exhibit 1 and shall not include litigation, labor, bond work, specialized real estate ~~closings~~matters, pension issues, Federal Aviation Authority matters or other specialized legal services beyond those matters generally and usually associated with the office of the City Attorney for a local government. If the City Attorney undertakes representation of the City on any matter not covered by the retainer, he and his firm shall be compensated at the rate of \$195.00 per hour.
3. Resolution of Unforeseeable Matters. Both parties understand and agree that every contingency cannot be anticipated and unforeseen circumstances must be left to mutually agreeable and acceptable solutions. Therefore, if it is not readily apparent whether a matter is included in the retainer, the City Attorney shall, whenever possible, immediately bring the matter to the attention of the City Council to assure a mutual understanding of how the matter will be treated before legal fees are incurred.

4. Reimbursement. The City Attorney shall be responsible for the usual and incidental costs associated with responding to the City's legal needs. The City shall be responsible only for one-of-a-kind significant out-of-pocket expenses incurred by the City Attorney (examples of which include, but are not limited to: filing fees, court reporter costs, out-sourced printing, plans copying, overnight deliveries, registered mail, etc.). The City Attorney shall be entitled to travel costs and expenses only when sent on City business outside of the City from his Venice office.
5. Termination. The City may terminate this Agreement for any reason whatsoever by giving written notice to the City Attorney after a vote at an advertised and noticed public meeting. The City Attorney shall remain available to the City, at the City's absolute discretion, for up to ninety (90) days after termination. The City Attorney may terminate this Agreement for any reason whatsoever by giving written notice to the City whereupon the City Attorney shall agree to remain City Attorney for at least ninety (90) days after resignation. The parties are free to agree to mutually extend or shorten these times as may be deemed necessary and appropriate.

IN WITNESS WHEREOF, the parties executed this Agreement in the City of Venice, Sarasota County, this 12th day of February, 2013.

CITY OF VENICE

DAVID PERSSON and
~~HANKIN, PERSSON, McCLENATHEN,~~
~~COHEN & DARNELL~~

By: _____

John Holic , Mayor

David Persson, ~~individually and on~~
~~behalf of Hankin, Persson,~~
~~McClenathen, Cohen & Darnell~~

ATTEST:

Lori Stelzer, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____

Robert C. Anderson, City Attorney