

## **RESOLUTION NO 2024-104**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEGAL SERVICES AGREEMENT WITH MARKS GRAY FOR LEGAL SERVICES RELATED TO PROCEEDINGS ARISING FROM THAT CERTAIN LEGAL ACTION BROUGHT BY NICHOLAS J. ALBRECHT AGAINST THE CITY OF LAKE CITY IDENTIFIED BY COLUMBIA COUNTY CASE NUMBER 24-1216-SC; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, legal services are exempt from the competitive procurement processes of the City of Lake City (the “City”); and

**WHEREAS**, the City has need of legal services in the field of the Florida Uniform Traffic Control Law and litigation arising therefrom in furtherance of representing the City in that certain legal matter brought by Nicholas J. Albrecht against the City identified by Columbia County Case Number 24-1216-SC (the “Project”); and

**WHEREAS**, the law firm of Marks Gray (the “Vendor”) is experienced in the field of traffic control law, and litigation and trial law arising therefrom, and has consented to represent the City in furtherance of the Project; and

**WHEREAS**, the Vendor has submitted a proposal in the form of a legal services agreement (the “Agreement”) in the form attached as an exhibit hereto; and

**WHEREAS**, the City desires to and does accept the terms of Vendor’s proposed Agreement; and

**WHEREAS**, in furtherance of completing the Project, the Vendor and the City desire to enter into the Agreement; and

**WHEREAS**, completing the Project by engaging the Vendor’s services pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products and services in the Agreement to complete the Project is in the public or community interest and for public welfare; and

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2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
  3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
  4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement;
  5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY  
COMMISSION OF THE CITY OF LAKE CITY,  
FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



**SUSAN S. ERDELYI**  
Attorney at Law  
email: sse@marksgray.com  
tel: 904.807-2126  
fax: 904.399.8440

August 28, 2024

City of Lake City  
c/o Clay Martin, Esquire  
205 North Marion Street  
Lake City, FL 32055

RE: **Nicholas Albrecht v. City of Lake City**

Dear Clay:

This follows up on our recent email conversations in which we discussed Marks Gray's representation of the City of Lake City in the above-referenced matter.

Attached to this letter is a memorandum of the firm's policies and procedures concerning billing, retainer, and the scope and terms of our engagement.

If this letter and the attached memorandum correctly describe your understanding of the scope of the services to be rendered to it by our firm, and if all of the terms stated are satisfactory, then please sign the enclosed copy of the letter and return it to me by Email or U.S. Mail. Please retain a copy of this letter for your records.

Thank you for your continued confidence in our legal services. We look forward to working with you and the City of Lake City.

Kind regards,

**MARKS GRAY, P.A.**

Susan S. Erdelyi

SSE/jlm

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**MARKS GRAY, P.A. ENGAGEMENT TERMS & BILLING POLICIES**

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, and billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures, as well as the scope and terms of our engagement. Each client is encouraged to discuss with us any questions that they have about these policies and procedures with us at any time. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the Marks Gray, P.A. (“the Firm”).

1. Scope of Engagement. By means of this Agreement, you are engaging the Firm to perform the following services: **Provide legal services in Nicholas Albrecht v. City of Lake City lawsuit.** Subject to our mutual agreement, you may also engage us to perform additional services in the future.

2. Fee and Hourly Rates. Most of our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on our client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client. Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls and correspondence.

The hourly rates applicable to this engagement will be **\$275.00 per hour** for all attorneys.

3. Fees for Other Services, Costs and Expenses. We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS mileage rate, telephone, and document delivery charges, copying charges, computerized research, postage, and other transaction related expenditures. Our legal representation may also involve, with your prior consent, additional services provided by third party vendors.

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These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due. Please note that no separate charge is made for the Firm's secretarial or word processing services; those costs are included within the above hourly rates.

4. Advance Retainer Deposit Toward Fees and Costs. In this matter, we will not require an advance retainer.

5. Monthly Statements and Payment Terms. Our practice is to send a monthly statement for legal services rendered and for reimbursement of payments made on our client's behalf for outside additional services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Each monthly statement is fully due and payable upon receipt, but in no event later than thirty (30) days after its issuance date. We reserve the right to charge, at the rate of one per cent (1.0%) per month, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment.

We make every effort to handle your representation in an efficient manner to minimize attorney fees and costs. We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if you should have any question about or object to our statement, our services, or our charges, we encourage you to raise it for discussion.

6. Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. This Agreement is subject to modification in writing by both parties, or termination by either party upon reasonable notice for any reason. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the Firm.

7. Future Matters. Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement, except that our obligation to represent you shall consist of an obligation to furnish appropriate representation in such future matters with reasonable diligence as applicable to the matter in question.

8. Conflicts. From time to time, you may have business or legal dealings with one or more of our other existing or future clients. This will confirm your agreement that our engagement by you on this matter will not preclude us from representing clients who may be interacting with you on unrelated matters. We will not, of course, accept any directly adverse engagement that is substantially related to the subject matter of this engagement or which would impair the confidentiality of communications you have and will make to us.

9. Disclaimer of Guarantee. Nothing in this agreement and nothing in our statements to you is to be construed as a promise or guarantee about the outcome of any matter. We make no such promises or guarantees.

10. Client. The Firm's client for the purposes of representation will be the **City of Lake City**. You may also from time to time request us to undertake representation of affiliated entities.

11. Public Records. It is agreed that the requirements of Florida Statutes, Chapter 119 governs the records of the **City of Lake City**; Accordingly the following required language of section 119.0701 is included: **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF LAKE CITY CLERK'S OFFICE, AT [clerk@lcfla.com](mailto:clerk@lcfla.com), AT 205 NORTH MARION AVENUE, LAKE CITY, FL 32055.**

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12. Entire Agreement. This Agreement contains all terms of the agreement between us applicable to our representation of the **City of Lake City** and may not be modified except by a written agreement signed by both of us.



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**Susan S. Erdelyi, Shareholder  
MARKS GRAY, P.A.**

The undersigned has read and understands the Agreement set forth in this letter, and accepts and agrees to all of its terms and conditions.

## **Exhibit**

### **Not for Execution**

\_\_\_\_\_  
Stephen M. Witt (Mayor) on behalf of  
The City of Lake City

\_\_\_\_\_  
Date

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