

RESOLUTION NO 2025 - 023

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND SAXON GILMORE FOR LEGAL SERVICES IN FURTHERANCE OF ESTABLISHING A HOUSING AUTHORITY IN THE CITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; 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, the City of Lake City ("City") has a need for specialized legal services to establish and provide legal advice concerning a housing authority in the City (the "Project"); and

WHEREAS, the City Manager and the City Attorney have made diligent inquiry and determined the firm of Saxon, Gilmore, and Carraway, P.A. (the "Vendor") possesses unique and necessary knowledge and experience to complete the Project; and

WHEREAS, the Vendor and the City desire to further the Project by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, furthering the Project by engaging the Vendor's services 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. Furthering the Project by engaging the Vendor to provide the products and services in the Agreement is in the public or community interest and for public welfare; and
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 authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. 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; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage 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 February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



SAXON | GILMORE
SAXON GILMORE & CARRAWAY, P.A.
Attorneys and Counselors at Law

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December 30, 2024

**TRANSMITTED VIA E-MAIL
INITIALLY**

Mr. Clay Martin
City Attorney
205 North Marion Avenue
Lake City, Florida 32055

**RE: LEGAL SERVICES IN CONNECTION WITH THE ESTABLISHMENT AND
OPERATION OF A FLORIDA MUNICIPAL HOUSING AUTHORITY**

Dear Mr. Martin:

It has been my pleasure to converse with you concerning the prospect of the City of Lake City ("City") establishing a municipal housing authority. In conjunction therewith, I want to assure you of our commitment to provide you with excellent and prompt services relative thereto. The purpose of this letter is to outline the legal services to be provided, as well as the basis upon which we will be paid for those services.

It is my understanding that you have been authorized to retain Saxon Gilmore & Carraway, P.A. to act as special legal counsel to work with you and the City to establish and help facilitate the operation of a municipal housing authority.

In charging reasonable fees for legal services, we evaluate a number of factors, including the time and effort required for a matter, its complexity or difficulty, the level of expertise necessary, the degree of responsibility that we bear in representing the City, the time limitations or special requirements that you impose on us, and the results we obtain for you. For example, if we are able to perform the legal services required in only a few hours of effort because of our particular expertise or knowledge, we may adjust your bill based on the factors listed. We do this because time alone is not a complete measure of the value of the services rendered, particularly when the results we produce for you are disproportionate to the time expended.

We charge for our attorneys and paraprofessionals at hourly rates ranging between Two Hundred Fifty Dollars (\$250.00) per hour and Five Hundred Twenty Dollars (\$520.00) per hour, depending upon the service provider and the nature and complexity of the work being performed. This arrangement is designed to give you effective and cost-efficient representation. As an accommodation to the City being a local government, we have agreed to reduce our rates to Three

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

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Hundred Dollars (\$300.00) per hour for partners, Two Hundred Fifty Dollars (\$250.00) per hour for associates, and One Hundred Forty Dollars (\$140.00) per hour for paralegals. Our hourly rates are subject to change from time to time without notice.

Our fees and costs will be charged monthly with an itemized statement that will be due when billed. We reserve the right to terminate our representation at any time if payment is not received within twenty-five (25) days of the date of a statement, and you agree not to contest our withdrawal from any court or administrative proceeding if payment has not been received by us within twenty-five (25) days of the date of a statement. Also, in the event of non-payment of statements for fees and expenses within twenty-five (25) days of rendition, you will be charged interest at the rate of one and one-half percent (1½%) per month on unpaid balances.

All out-of-pocket costs, including, but not limited to, filing and other court fees; photocopying; long-distance phone calls; postage; courier service; document preparation fees; fax transmissions and receptions; and travel expenses will be billed to you. In some circumstances, we will also charge secretarial overtime when documents must be produced under unusual time constraints.

You should always feel free to ask, and we are always pleased to discuss, any questions you may have regarding our statements.

If the foregoing fee arrangements meet with your approval, we would appreciate it if you would have signed and return the enclosed copy of this letter for our records. We look forward to working with you.

Sincerely,



RICARDO L. GILMORE, ESQ.

RLG/sm

THE FOREGOING ARRANGEMENTS ARE
APPROVED AND ACCEPTED:

Dated: _____

By: EXHIBIT-NOT FOR EXECUTION
Name: Mayor Noah Walker