

## **RESOLUTION NUMBER 25-295**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE AGREEMENT FOR TOWN ATTORNEY SERVICES WITH THE VOSE LAW FIRM AS REQUESTED BY LETTER FROM THE FIRM DATED JULY 8, 2025, TO INCREASE THE MONTHLY FEE FOR LEGAL SERVICES; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, Article X of the Town Charter of the Town of Fort Myers Beach (“Town”) empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

**WHEREAS**, the Town and the Vose Law Firm entered into an Agreement for Town Attorney Services effective August 7, 2023 (the “Agreement”), under which the Firm provides comprehensive legal services to the Town at a flat monthly fee of \$25,000; and

**WHEREAS**, since the inception of the Agreement, the Firm has provided extensive and exceptional legal services, including litigation and storm recovery-related representation, resulting in recoveries for the Town in excess of \$1,000,000 and the successful handling of numerous complex legal matters; and

**WHEREAS**, due to the increased and continuing demands upon the Town Attorney’s office, including litigation, storm-related redevelopment issues, and staffing turnover within the Town, the Firm has devoted substantial additional resources far exceeding the original scope anticipated under the Agreement; and

**WHEREAS**, the Town Council has determined that it is in the best interest of the Town to approve an increase in the Firm’s monthly flat fee compensation to \$37,500, in recognition of the Firm’s demonstrated value, continued increasing workload, and the quality and quantity of legal services required to meet the Town’s legal needs; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:**

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. That the Town Council hereby authorizes the Mayor to execute the First Amendment to the Agreement attached as Exhibit A.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member King and seconded by Council Member Woodson, and upon being put to a roll call vote, the result was as follows:

|                               |     |
|-------------------------------|-----|
| Dan Allers, Mayor             | Aye |
| Jim Atterholt, Vice Mayor     | Aye |
| John R. King, Council Member  | Aye |
| Scott Safford, Council Member | Aye |
| Karen Woodson, Council Member | Aye |

ADOPTED this 6<sup>th</sup> day of October 2025, by the Town Council of the Town of Fort Myers Beach, Florida.

**FORT MYERS BEACH TOWN COUNCIL**

Dan Allers  
Dan Allers (Jan 25, 2026 07:42:33 EST)  
Dan Allers, Mayor

**ATTEST:**

Amy Baker  
Amy Baker (Jan 26, 2026 08:43:39 EST)  
Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

NBA  
NBA (Jan 25, 2026 21:32:51 EST)  
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: Jan 26, 2026.

Exhibit A – Amendment to Agreement for Town Attorney Services

## **AMENDMENT TO AGREEMENT FOR TOWN ATTORNEY SERVICES**

**THIS AMENDMENT** to the Agreement for Town Attorney Services (the “Agreement”), dated August 8, 2023, by and between the Town of Fort Myers Beach, Florida (the “Town”), and the Vose Law Firm, LLP (the “Firm”), is made and entered into this \_\_\_\_ day of October, 2025.

**WHEREAS**, the Town and the Firm entered into the Agreement for Town Attorney Services effective August 7, 2023, under which the Firm provides comprehensive legal services to the Town at a flat monthly fee of \$25,000; and

**WHEREAS**, since the inception of the Agreement, the Firm has provided extensive and exceptional legal services, including litigation and storm recovery-related representation, resulting in recoveries for the Town in excess of \$1,000,000 and the successful handling of numerous complex legal matters; and

**WHEREAS**, due to the increased and continuing demands upon the Town Attorney’s office, including litigation, storm-related redevelopment issues, and staffing turnover within the Town, the Firm has devoted substantial additional resources far exceeding the original scope anticipated under the Agreement; and

**WHEREAS**, the Town Council has determined that it is in the best interest of the Town to approve an increase in the Firm’s monthly flat fee compensation to \$37,500, in recognition of the Firm’s demonstrated value, continued workload, and the quality and quantity of legal services required to meet the Town’s needs; and

**WHEREAS**, the Town Council considered this matter at its October 6, 2025, meeting, and authorized this Amendment to the Agreement, with the adjusted fees to be effective October 7, 2025.

**NOW, THEREFORE**, the Agreement is hereby amended as follows:

Section 5. (Compensation, Terms, and Conditions) of the Agreement is hereby amended as follows:

(a) Beginning October 7, 2025, the Town shall pay the Firm a flat monthly fee of \$37,500 for all services provided under the Agreement.

(b) For the month of October 2025, compensation shall be prorated as follows:

- October 1–6, 2025: \$25,000/month = \$4,838.71 (6/31 days).
- October 7–31, 2025: \$37,500/month = \$30,241.94 (25/31 days).
- Total due for October 2025 = \$35,080.65.

(c) Commencing November 1, 2025, the Town shall pay the Firm \$37,500 per month on the same terms and conditions otherwise set forth in the Agreement.

2. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the date first written above.

**TOWN OF FORT MYERS BEACH**

By:   
Dan Allers, Mayor

Attest:   
Amy Baker, Town Clerk

**VOSE LAW FIRM, LLP**

By:   
Nancy Stuparich, Esq.  
Partner