FINANCIAL DISCLOSURE

APPLICABILITY OF STATUTORY FINANCIAL DISCLOSURE LAW TO ATTORNEY ROUTINELY PROVIDING MORE LEGAL SERVICES TO TOWN THAN ANY OTHER ATTORNEY

To: Matt E. Dannheisser, Esq. (Town of Century)

SUMMARY:

Under the circumstances presented, a private attorney who routinely provides legal services to a town, and who renders more legal services to the town than any other attorney, is a "local officer" required to file an annual statement of financial interests under Section 112.3145, Florida Statutes, despite the fact that he has no ongoing contractual obligation to serve as the town attorney. Referenced are CEO 08-27, CEO 85-44, CEO 77-171, CEO 77-138, and CEO 75-101.

QUESTION:

Are you, a private attorney who provides legal services to a town on a regular basis and at a frequency more than any other attorney, a "local officer" required to file annual financial disclosure pursuant to Section 112.3145(2)(b), Florida Statutes?

Under the circumstances presented, your question is answered in the affirmative.

In your letter of inquiry and additional information provided to our staff, you indicate you have provided legal services to the Town of Century since 1992. You state neither the Town's Charter nor the Town's Code of Ordinances provide for a position of Town Attorney, and so the Town obtains legal services by contracting with outside, private counsel to serve as independent contractors.
You relate you have no ongoing contract with the Town to serve as its Town Attorney¹ and are not paid a retainer to ensure your availability. You indicate, instead, that the Town enters into separate contracts with you each time it needs you to perform a legal service for it. You relate this happens often enough that there is a specific process by which the Town contracts with you. In particular, Town consultants desiring to use your services on behalf of the Town must first obtain approval from the Town Mayor or Town Clerk, and then the approval must be conveyed to you either by the consultant—in which case you must have written confirmation from the Mayor or Clerk—or directly by the Mayor or Clerk.

You indicate the matters for which you have represented the Town are many and varied, ranging from writing legal documents, such as leases, documents regarding real property acquisitions, and ordinances and contracts, to rendering advice on personnel and disciplinary matters, municipal election law issues, and utility operations. You estimate that in the 27 years that you have provided legal services to the Town, you worked for the Town on approximately 131 separate matters, an average of 5 matters per year. You state that, in many instances, you have been engaged to provide separate yet concurrent legal services to the Town, such that even if you complete one particular contract, you may have ongoing obligations under a separate contract. You relate that although the Town uses the services of other attorneys at times, your understanding is that you perform more legal work for the Town than any other private counsel.

Despite the frequency of your services to the Town, you indicate you do not attend meetings of the Town Council, do not regularly engage with Town Councilmembers, and have

¹ You relate that when you first began providing services to the Town in 1992, it was pursuant to a formal agreement to perform general legal services, but that this agreement did not extend beyond the terms of office for the then-Town Mayor and Town Councilmembers, and has not
visited the Town only once in the past two years. Considering this, as well as the fact that you have no ongoing contractual obligation to serve as the Town Attorney and provide services only when requested, you inquire whether you can be considered a "local officer" subject to the filing of an annual CE Form 1 financial disclosure pursuant to Section 112.3145(2)(b), Florida Statutes.²

Section 112.3145(2)(b), in part, requires "local officers" to annually file a CE Form 1 Statement of Financial Interests by July 1. For the purposes of Section 112.3145(2)(b), the term "local officer" includes:

Any person holding one or more of the following positions: mayor; county or city manager; chief administrative employee of a county, municipality, or other political subdivision; county or municipal attorney; finance director of a county, municipality, or other political subdivision; chief county or municipal building code inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator, with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; district school superintendent; community college president; district medical examiner; or purchasing agent having the authority to make any purchase exceeding the threshold amount provided for in s. 287.017 for CATEGROY ONE, on behalf of any political subdivision of the state or any entity thereof.

Section 112.3145(1)(a)3., Florida Statutes. (emphasis added). Accordingly, any person holding the position of a "municipal attorney" is expressly included within the definition of a "local officer," and is therefore required to file an annual statement of financial interests by July 1.

We have addressed in the past whether an exception should be recognized for a private attorney retained to serve as a municipal attorney on an independent contractor basis. We have otherwise been renewed.

² You indicate you filed the CE Form 1 in the past based on other public positions that you held, but are bringing the inquiry now as the only possible basis for a current filing obligation would
consistently determined there is no distinction, exemption, or exception in Section 112.3145 for private counsel contracted to serve as municipal attorneys and have found such individuals are "local officers" as contemplated by the statute. See CEO 08-27, CEO 77-171, CEO 77-138, and CEO 75-101.

Your situation is unique or insular in that the Town has not retained you to perform the duties of a Town Attorney pursuant to an ongoing contract but rather has entered into a series of contracts with you to provide legal services on specific tasks. We have found in the past that an outside counsel who represents a municipality only on isolated occasions will not be considered a "municipal attorney" for the purposes of the financial disclosure law. See CEO 85-44 (finding an attorney who provided voluntary legal assistance to a city approximately every other month and who had no agreement or understanding with the city was not a 'local officer' required to file financial disclosure). And, if you had assisted the Town only infrequently, and were there other attorneys who provided the Town with more legal services than you, this reasoning might apply to your situation as well.

However, considering the totality of circumstances present here, to find you provide only occasional counsel and perform relatively minor work would not accurately reflect your relationship with the Town. You have consistently provided legal services to the Town for almost thirty years, often handling multiple matters for the Town at the same time, and you indicate you provide more legal services to the Town than any other attorney. The close nature of your relationship with the

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be your work for the Town of Century.

3 CEO 85-44 is factually distinguishable from your situation inasmuch as the private attorney in that matter was providing voluntary, unpaid assistance to the city, a factor not present here. However, to the extent that CEO 85-44 differs from the recommendation herein, we recede from CEO 85-44.
Town is demonstrated in that Town consultants requiring legal services (engineers, grant coordinators, etc.) were automatically contacting you to obtain advice, prompting the Mayor and Town Clerk to create a system whereby their approval was required before your services could be secured. We have found the requirement to file an annual statement of financial interest applies to anyone who holds the position of municipal attorney, regardless of the technical nature of how he or she holds that position. See CEO 08-27. Considering that you routinely perform a significant amount of work for the Town, more than any other attorney, and have performed these services for an extended period of time, we find you to be the Town's "municipal attorney" subject to the filing requirements of Section 112.3145(2)(b).

We believe this finding reflects the underlying public purpose behind the financial disclosure laws, which is to encourage transparency among those representing public agencies on matters of importance to the agency and its constituency. Your work for the Town is not only significant and frequent, but also addresses issues of great importance to the Town's citizens, such as economic development, property acquisitions, the drafting of ordinances and contracts, personnel disciplinary matters, and municipal election issues. To find you are not a "local officer," despite your frequent involvement in these issues on behalf of the Town, would deprive the Town's citizens of a transparency in government and would not serve the purpose of the disclosure laws.

Although you argue you should not be considered a "local officer" as you hold no office for the Town, we decline to accept your view. Your argument is based on language in CEO 08-27, which determined that a private attorney was serving as a "municipal attorney"—and, therefore, was subject to the filing requirements of Section 112.3145(2)(b)—in part because the municipal charter established the position of city attorney and delegated specific duties to the individual
holding it. You argue, here, that because the Town's Charter and Code of Ordinances do not formally and specifically create an "Office of Town Attorney," you cannot be considered a "local officer" subject to filing an annual disclosure form.

Regarding CEO 08-27, you are partially correct inasmuch as we based that opinion, at least in part, on the fact that the municipal charter clearly established the city attorney position. However, this was just one factor in our analysis. We also emphasized that the attorney in question performed a significant amount of legal work for the municipality, a fact which is present in your situation, and was widely known as being that municipality's attorney. To read CEO 08-27 as requiring specific language in a municipal charter or code would lead to disparate treatment, as an attorney, despite performing the same amount and nature of work for a municipality as other city attorneys across the State, would be able to avoid filing disclosure simply because his or her position was not specially created in a charter or ordinance. We cannot accept such an interpretation.

In addition, there is no requirement in Section 112.3145 that to be deemed a "local officer," the individual in question must be serving in a position created by a local charter or ordinance. Section 112.3145(1)(a)3. simply states a "local officer" is "[a]ny person holding one or more of the following positions" and then lists several titles, including a municipal attorney. To not require you to file simply because the Town's Charter does not create an "Office of Town Attorney," despite the fact that you effectively serve in that position by providing the majority of legal work required by the Town, would ignore the reality of your situation and would be counter to the purpose of financial disclosure.\(^4\)

\(^4\) In contrast to the language of Section 112.3145(1)(a)3., that of Section 112.313(1), Florida
Your question is answered accordingly.

KBR/gps/vik

cc: Matt E. Dannheisser, Esq.

Statutes, specifically states the “public officers” subject to the prohibitions in Section 112.313 will be “any person elected or appointed to hold office in any agency, including any person serving on an advisory body.” (emphasis added). The Legislature drafted Section 112.313(1) to encompass those holding a specifically created office, yet chose not to be use such language in Section 112.3145(1)(a)3. We have to assume this distinction was intentional.
Via U.S. Mail
Guy W. Norris, Chairman
Florida Commission on Ethics
P. O. Drawer 15709
Tallahassee, FL 32317-5709

RE: Matt Edward Dannheisser – Status as a “Local Officer” of the Town of Century

Dear Chairman Norris:

Pursuant to Florida Statute Section 112.322(3)(a), I respectfully request an advisory opinion whether I am required under Florida Statute Section 112.3145(2)(b) to file a statement of financial interest by virtue of providing legal services to the Town of Century.

Summary:

Local officers are required by Fla. Stat. Sec. 112.3145 to annually file statements of financial interests. Any person who holds the position of municipal attorney is deemed to be a local officer and thereby subject to the requirement. Holding the “position of municipal attorney” has been recognized by the Florida Commission on Ethics as holding an “office” for the municipality. See, CEO 08-27 (Dec. 10, 2008).

In forming an opinion on what constitutes an “office,” the Commission has relied on the Florida Supreme Court’s description of an office in State ex rel. Holloway v. Sheats, 83 So. 508 (Fla. 1919). The term “office” implies a delegation of a portion of the sovereign power to the person filling the office. Id. at 509. The Commission on Ethics has recognized that the establishment by a municipality of the position of city attorney in the municipality’s charter or code of ordinances constitutes a delegation of sovereign power to the office thus subjecting the person holding such an “office” to the requirement to annually file statements of financial interests pursuant to Section 112.3145. CEO 08-27

No office of municipal attorney exists for the Town of Century. Neither the Town’s charter nor its code of ordinances creates the position of municipal attorney. Moreover, neither document imbues an attorney for the Town with any sovereign powers. As such, an attorney who provides legal services to the Town of Century does not hold an “office” as would subject him to the requirement to annually file statements of financial interests. Because the Town of Century does not have an “office” of municipal attorney, it does not appear that attorney who renders legal services to the Town
Guy W. Norris, Chairman
Florida Commission on Ethics
July 9, 2019
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would necessarily be deemed to be a local officer of the Town who is subject to the financial disclosure requirements of Section 112.3145(2)(b).

A paradox of this request for an advisory opinion is that if, as argued herein, I am not a “municipal attorney” for the Town as contemplated in Section 112.3145, then I would not be deemed public officer and the Commission would not be authorized to provide me with an advisory opinion requested herein. ¹

**Background Facts:**

I am an attorney who is licensed to practice in the State of Florida. I first began to provide legal services to the Town of Century in 1992. I have provided legal services only when specifically requested to do so by an authorized representative of the Town. I do not attend meetings of the Town Council. There are no specific functions or legal services that I perform on an on-going basis on behalf of the Town. During the period of time that the Town has been a client of mine, other attorneys have also been retained to provide legal services to or on behalf of the Town.

There is no term for my service as I provide legal services only on an as-needed/when requested basis. Rarely have I been called upon to draft ordinances for the Town, provide advice on zoning or planning matters, or perform similar work; rather the Town typically utilizes the services of a municipal planner for such work. In rendering any legal service to the Town, I do not use any of the Town’s resources; and there is no physical space at any Town facility that is earmarked for use by an attorney. I am not paid any retainer to be available to the Town. My services are billed on an hourly basis. It is estimated that during a typical month that I provide about ten hours of legal services to the Town.

I do not have any authority on my own volition to provide any legal service for or on behalf of the Town; rather I provide legal services only when specifically asked by a Town representative to do so. When asked to provide services, the request almost always emanates from the Town’s Mayor or the Town Clerk. Infrequently, however, I have also been asked by the President of the Town Council to render legal services. Very rarely do I have any direct dealings with members of the Town Council (other than when infrequently requested by the Council President; the Mayor not being a member of the Council). I have never met some members of the Town Council.

Neither the charter nor the code of ordinances of the Town establish a position of municipal attorney (or a position using terms of similar import). There is no mention in the charter or code of any functions or services that a municipal attorney must perform or provide for the Town. There has not been any delegation to me (or, to my knowledge, any other attorney who may provide legal services to or on behalf of the Town) of any portion of the sovereign powers of the Town or any of its officials. Neither the Town’s charter nor its code of ordinances contemplates the idea of a municipal attorney’s tenure, duration, and duties in exercising a portion of the sovereign power of the

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¹ Fla. Stat. See. 112.3145(3)(a) allows only a public officer to request an advisory opinion from the Commission regarding his standard of public duty. If I do not hold an “office” of the Town of Century then I would not be a public officer.
Town or its officials or representatives. There is no “office” within the Town of Century of municipal attorney (or a position using terms of similar import).

As contemplated in Florida Statutes Section 112.3145(8)(a), an employee of the Town provided the Commission on Ethics a list of names (along with appropriate contact and identifying information) of supposed “local officers” of the Town for 2019. I was not provided with a copy of that list, however I have recently learned that my name was included on that list with a designation as the city attorney. I do not know if my name was included on previous annual submittals of similar lists of local officers for the Town.

From 1990 through 2014, I was the City Attorney for the City of Gulf Breeze. Unlike the Town of Century, the position of City Attorney is specifically contemplated in Gulf Breeze's code of ordinances and certain responsibilities of the City have been conferred upon the position of City Attorney. I Gulf Breeze, I attended all meetings of its City Council and was consistently referred to as the City Attorney. There is no question that in Gulf Breeze the position of City Attorney is an “office” as would constitute a local officer and thus be subject to annual disclosure of financial interests.

From 2014 through 2018, I served two terms as the Mayor of the City of Gulf Breeze. I did not seek reelection following expiration of my second term. By virtue of being a local officer for the City of Gulf Breeze from 1990 through 2018, each year I filed a statement of financial interests. I also filed a “final” statement of financial interests within 60 days of the end of my term in office.

I am unaware if prior to this year the Town of Century had previously listed me as a local officer of the Town (because heretofore I had always filed by virtue of my position as a local officer of the City of Gulf Breeze). Because there is no “office” within the Town of Century for a municipal attorney, I believed that upon the expiration of my term as Mayor of Gulf Breeze (and the corresponding filing of my final statement of financial interests), I no longer had a duty to file annual statements of my financial interests. Yet, I was recently notified of my inclusion on Century’s list of local officials. Although I did not believe that I was subject to the Section 112.3145 disclosure requirement, in the abundance of precaution I nonetheless timely filed for this year. This request for an advisory opinion seeks direction as it pertains to my obligation for future years and presupposes no changes in the circumstances described herein.

**Legal Analysis:**

As required in Florida Statute Section 112.3145(2)(b), each “local officer” shall file a statement of financial interests no later than July 1 of each year. For purposes of that statute, a “local officer” includes any person holding the position of “municipal attorney.” Fla. Stat. Sec. 112.3145(2)(b). The subject of what constitutes “holding the position of municipal attorney” was

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2 Municipal Code Corporation, when editing the initial codification of the Town’s ordinances unilaterally (and without being directed to do so by the Town) reflected that I was the Town’s attorney. That notation was not contained within the actual codification of the Town’s ordinances, rather in preliminary pages that were prepared purely for editorial purposes. However, that non-substantive, editorial error was corrected in subsequent renditions and I am no longer identified in Municipal Code Corporation’s current codification as a “current official” of the Town.
collaterally discussed by the Commission in CEO 08-027 dated Dec. 10, 2008, issued to John O. Williams. That opinion primarily addressed whether an attorney hired to represent a municipality on an independent contractor basis is required to file annual financial disclosures pursuant to Section 112.3145(2)(b). Of course, the Commission has consistently opined since 1975 that attorneys hired as independent contractors are required to file an annual statement of financial interests (as I had by virtue of my independent contractor relationship with the City of Gulf Breeze). The Commission further recognized that since the Legislature has been aware of the Commission’s interpretation but has not amended the statute, the Commission assumes that the Legislature agrees with the interpretation.

In CEO 08-027 the Commission recognized that the charter of the city in question (City of Midway) “clearly establishes the position of the City Attorney.” Citing to footnote 6, the Commission equated “the position of municipal attorney” to holding an “office” and noted:

_in forming an opinion on what constitutes an office, we have relied upon the Florida Supreme Court’s description of an office:_

_the term "office" implies a delegation of a portion of the sovereign power to, and the possession of it by, the person filling the office, while an "employment" does not comprehend a delegation of any part of the sovereign authority. The term "office" embraces the idea of tenure, duration, and duties in exercising some portion of the sovereign power conferred or defined by law and not by contract . . . [E.S.] State ex rel. Holloway v. Sheats, 83 So. 508, 509 (Fla. 1919)._

See CEO 99-10 and In re Sam Rudd, Complaint No. 08-016. Based upon that description, it appears that the Midway City Charter may have created an “office” when it enumerated the City Attorney in its Charter Officers provision and delegated specific duties to the City Attorney. (Emphasis added.)

Your above recognition in CEO 08-027 can be interpreted that in order for an attorney for a municipality to be subject to the Section 112.3145 disclosure requirements he must be deemed to hold an “office” for the municipality. Further, in order to be deemed to hold an “office,” there must have been delegated a portion of the sovereign power to, and the possession of it by, the attorney; an embracement of the idea of tenure, duration, and duties in exercising some portion of those sovereign powers. No such delegation, possession, orembracement exists in this instance with respect to the Town of Century.

The above-quoted language used by the Commission also suggests that in order for a attorney who renders legal services to a municipality to be deemed a local officer, the “office” of city attorney must have been formally established and specific duties delegated to the attorney. In contrast to the City of Midway and CEO 08-027, neither the charter nor the code of ordinances for Century enumerated a municipal attorney office, much less delegated specific duties to an attorney.
The Commission has recognized that not every attorney who provides legal services to a municipality is subject the Section 112.3145 financial disclosure requirements. In CEO 85-049, the Commission opined:

We believe the change in the law from "city attorney" to "municipal attorney" was intended to include town attorneys as well as city attorneys, rather than to include anyone who provides legal services to a municipality.

Part-time attorneys for a municipality who provide occasional legal services have been recognized as not holding the office of municipal attorney as would subject them to the Section 112.3145 requirements notwithstanding that they are the only attorneys who render legal services to the municipality. See, CEO 84-44 (June 13, 1985).

**Conclusion:**

The important distinction, in my estimation, with respect to the Town of Century is that it does not have an “office” of municipal attorney. No such position is established by the Town’s charter or code of ordinances; nor has the Town delegated any specific duties to an attorney for the Town. There has been no delegation to me (or, to my knowledge, any other attorney who has provided legal services to the Town) of any portion of the Town’s sovereign powers. Accordingly, because I do not hold an “office” of the Town despite the fact that on occasion I render legal services, I should not be deemed to be a “municipal attorney” as contemplated in Section 112.3145(2)(b) who is subject to annual financial disclosure requirements.

This conclusion is buttressed by the facts that I do not attend meetings of the Town Council; do not render all of the services to the Town typically provided by a municipal attorney, rather many of those services are provided by others – including Town staff and other contractors; do not regularly engage with the governing legislative body of the Town; provide services only when requested; render legal services on a limited, part-time basis; and there are no on-going duties that I perform for the Town. Accordingly, in this specific instance I respectfully submit that I am not a “local officer” of the Town of Century.

Sincerely,

Matt E. Dannheisser
For the Firm

MED/lg
From: Schafer, Grayden  
Sent: Monday, August 05, 2019 9:59 AM  
To: Schafer, Grayden  
Subject: Ethics Inquiry

From: Schafer, Grayden  
Sent: Wednesday, July 24, 2019 2:24 PM  
To: 'MDannheisser@DannheisserLaw.com' <MDannheisser@DannheisserLaw.com>  
Subject: Ethics Inquiry

Mr. Dannheisser:

I am an attorney with the State Ethics Commission and have been assigned the response to your request for an advisory opinion. I have read your letter and the advisory opinions cited therein, but I have a few questions for you. These questions may re-cover content already discussed in your letter, but I want to be certain of your interactions with the Town of Century. If you would, please respond to these questions in an email to me. Should you need any question clarified further, please feel free to call me at the number below.

1. Am I correct in understanding that you do not have an ongoing contractual relationship with the Town by which you are to perform legal services?

2. Am I correct in understanding that you are hired only to perform occasional, specific legal tasks for the Town and that your obligation to the Town ends once those tasks are performed?

3. What are some examples of the work that you have performed for the Town?

4. Approximately how often during a calendar year does the Town contact you to perform particular services on its behalf?

5. You indicate that other attorneys are also retained to provide legal services to or on behalf of the Town. Are you aware of how often this occurs and of what types of services they offer? If so, please explain.

6. Am I correct in understanding you are not considered a Town employee and have retained your private status as an independent contractor?

Thank you,

Gray Schafer  
Senior Attorney  
Florida Commission on Ethics  
(850)-488-7864

From: Matt Dannheisser <mdannheisser@dannheisserlaw.com>  
Sent: Wednesday, July 24, 2019 3:48 PM  
To: Schafer, Grayden <SCHAFER.GRAYDEN@leg.state.fl.us>
Gray:

Thanks for your email. If it would be more convenient for you, please feel free to call me to discuss this matter.

My responses to your inquiries are as follows:

1. I initially had a letter agreement with Mayor Benny Barnes when I first commenced representing the Town of Century in 1992, but that agreement was never (to my recollection) subsequently re-signed. As you may be aware, agreements of that nature cannot last beyond the term of office of the applicable governmental body (whether, in this case, it be the Town’s Mayor or its Council). I have, however, periodically advised the Mayor over the years when my billing rates would increase. There have been four Mayors serve in office since I first provided legal services to the Town, and each has continued to periodically use my services without entry into a formal contract.

2. Your statement is essentially correct. I do not render any service to the Town without first being asked to do so. I have not been engaged to provide any on-going service (e.g., attend meetings, prosecute code violations, review contracts, etc.) not specifically contemplated for each engagement. Apart for on-going obligations that any attorney would have for a client once he has performed the specific tasks for which he was retained, you are correct in saying that my obligations to the Town end once I have completed the task for which I was retained. Yet, there have been many instances where I have been engaged at differing times to provide legal services to the Town – some of which may overlap with others. Consequently, while one of those tasks may have been completed I may still be obligated to render other services pursuant to separate engagements.

Because consultants for the Town (e.g., engineers, grant coordinators, etc.) had many years back started contacting me directly to render services that would benefit the Town, in an effort to control such access (and to indeed be certain that the Town desired that I provide the services) the Mayor and the Town Clerk commenced a process whereby the consultant would first need to secure approval from the Mayor or Town Clerk for me to render services as requested. The approval would need to be communicated (i) either by the consultant with written directive of the Mayor or Town Clerk, or (ii) directly to me by the Mayor or Town Clerk.

3. Examples of some of the legal services that I have rendered to or on behalf of the Town include preparation of leases, assisting with real property acquisitions, occasional drafting of ordinances (however the majority of ordinances adopted by
the Town Council were prepared by the Town’s municipal planner who is retained on an independent contractor basis), drafting of contracts, resolving disputes of varying subject matters, assisting with various issues relating to the Town’s utility operations, addressing utility franchise law issues, providing general legal advice when asked, assisting with economic development efforts, addressing certain personnel and disciplinary matters, and addressing municipal election law issues.

4. It is difficult to estimate the number of times each year a representative of the Town contacts me to request that I render legal services. I currently have five open files on specific subject matters for which I have been requested to provide services. Each time my firm is asked to render a specific legal service for the Town we create a separate internal administrative file number for the engagement and separately invoice the Town for each matter (yet there are instances when a Town representative will make inquiry that does not justify opening a new file). After 27 years of providing legal services to the Town, we are currently on file number 131 – thus suggesting an average of five new matters per year.

5. I am aware that other attorneys have been retained by the Town to handle litigation matters, real estate closings, bond and similar financings, matters relating to grants procured by the Town, etc. I am unable to estimate how often this occurs. Yet, please understand that it is my belief that I render more legal services to the Town than any other attorney.

6. You are indeed correct that I am not an employee of the Town, rather I am a private lawyer that is periodically retained by the Town. Please recognize that the Town of Century is located about 45 miles from my office and that I rarely meet with a Town representative in Century. When in-person meetings occur (which might be once a month), those meeting almost always are at my office. Not only do I not attend meetings of the Town Council, I have been to Century only once in the past two years and probably only a few other times in the preceding three years.

I hope this information is helpful. Please let me know if you need additional information or clarification.

Matt

LAW OFFICES OF
Matt E. Dannheisser, P.A.
504 North Baylen Street
Pensacola, FL 32501
(850) 434-7272 (Office)
(850) 432-2028 (Facsimile)
MDannheisser@DannheisserLaw.com
From: Schafer, Grayden
Sent: Thursday, July 25, 2019 9:15 AM
To: 'Matt Dannheisser' <mdannheisser@dannheisserlaw.com>
Subject: RE: Ethics Inquiry

Thank you, Mr. Dannheisser. I’ll review this information and let you know if I have any other questions.

Gray