

STEARNS WEAVER MILLER  
WEISSLER ALHADEFF & SITTERSON, P.A.

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August 18, 2020

Dale Burns, Mayor  
City of Dunnellon  
20750 River Drive  
Dunnellon, FL 33431

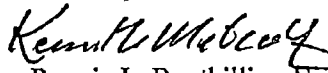
VIA E-MAIL

Dear Mayor Burns,

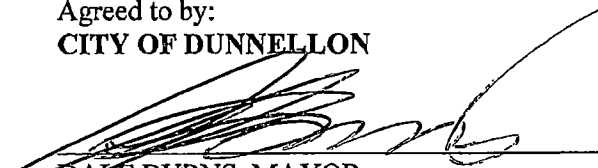
On behalf of the firm, I want to extend my appreciation to you for giving Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (the "Firm") the opportunity to provide legal representation, planning, and other services to the City of Dunnellon in regard to preparing the City's Historic District Enhancement Plan. Attachment "1" details the proposed Scope of Work for this matter. If the enclosed "Terms and Conditions of the Firm's Representation" meet with your approval, please sign below and forward a copy via email.

We look forward to working with you. If you have any questions regarding the foregoing, or if we may be of service in any fashion, please do not hesitate to call us.

Cordially,


  
Reggie L. Bouthillier, Esq.  
Kenneth B Metcalf, AICP

Agreed to by:  
CITY OF DUNNELLON



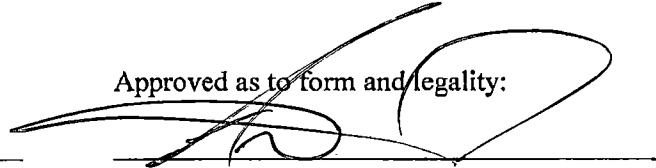
DALE BURNS, MAYOR  
Date: 11/9/2020

ATTEST



Mandy Roberts, M.M.C., City Clerk

Approved as to form and legality:



Andrew Hand, City Attorney

## TERMS AND CONDITIONS OF THE FIRM'S REPRESENTATION

1. **Scope of Engagement:** Our representation of the Client will encompass legal, planning, and other services to the City of Dunnellon as specified in Attachment 1 ("**Subject Matter**")
2. **Client:** Our Client for this subject matter is City of Dunnellon ("**Client**")
3. **Fees:** The Firm will charge Client based on the actual hours and fraction of hours required for our staff to accomplish the Client's representation related to the Subject Matter. The rates the Client will be charged will be based upon the hourly rate of the attorney, planner, paralegal, or other billing professional performing the services. The Firm's primary team will consist of Ken Metcalf<sup>1</sup>, Director of Planning, and Chris Smith<sup>2</sup>, GIS Director. Ken Metcalf's billing rate is \$380 and as a courtesy to the Client will discount his rate to \$285. Chris Smith's billing rate is \$150 and as a courtesy to the Client will discount his rate to \$100. Any additional services requested beyond the Subject Matter will be billed at the hourly rates specified herein. This Scope of Work is subject to further refinement based on the Grant Agreement to be executed between the City and the Florida Department of Economic Opportunity and will not exceed \$35,000 as set forth in Attachment "1 "
4. **Invoices:** The Firm will keep careful records of the dates services are rendered and the nature of the services. The Client will receive a statement following the completion of each phase of work as set forth in Attachment "1." Client will pay invoices within 20 days following DEO approval of deliverable.
5. **Termination of Engagement:** The Client may at any time terminate our representation for any reason upon providing written notice to the Firm. Such termination shall not, however, relieve the Client of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination.

Our Firm reserves the right to withdraw from our representation and terminate this agreement for any reason upon written notice to the client and subject to the Florida Rules of Professional Responsibility. Without limiting the foregoing, Client consents to the Firm's withdrawal from this engagement if continuing with it would be, in the Firm's professional opinion, unlawful or unethical or in the event that the Client does not timely pay the Firm's invoices in accordance with this agreement, fails to cooperate and be truthful, fails to respond to requests for production including requests for electronically stored information, fails to respond to the Firm's communications and requests for information, or if irreconcilable differences develop. In the event of termination by the Client or the Firm, the Client shall be responsible for payment of all unpaid fees through the date of withdrawal.

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<sup>1</sup> Please note that Ken Metcalf the Director of Planning and is a highly experienced and certified planner. Ken is not an attorney and is not authorized to practice law.

<sup>2</sup> Please note that Chris Smith is a highly experienced GIS analyst. Chris is not an attorney and is not authorized to practice law.

In the event that either the Firm or the Client terminates the engagement, we will take such steps as are reasonably practicable to protect the Client's interests in the matter of our representation, and the Client agrees to take all steps necessary to relieve us of any obligation to perform further, including the execution of any documents necessary to perfect our Firm's withdrawal from any litigation, arbitration, mediation or other proceedings of any kind and the Client agrees not to oppose our request to withdraw

6. **Conclusion of Representation; Retention and Disposition of Public Records:** Unless previously terminated or stated otherwise, our representation of the Client in this matter will terminate upon the Firm sending the Client a final statement for services. The Firm recognizes that it is a contractor of services to the Client and therefore, in accordance with §119.0701, Florida Statutes, it shall.

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Client in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the cost provided under the Public Records Law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Client all public records in possession of the Firm upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client upon termination of this Agreement.

(e) If the Firm does not comply with a public records request, the Client shall enforce the provisions above. In any legal proceeding against the Firm for non-compliance with a public records request, if the Client is the prevailing party, it is entitled to an award of its attorney fees and costs.

(f) Upon request by the Client, the Firm shall promptly provide copies of public records which pertain to this Agreement to the Client.

(g) Upon completion of this contract, Firm shall transfer, at no cost, to Client all public records in possession of Firm or keep and maintain public records required by Client to perform the service. If the Firm transfers all public records to Client upon completion of the contract, Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Firm keeps and maintains public records upon completion of the contract, Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

**AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK'S OFFICE  
CITY OF DUNNELLON  
20750 RIVER DRIVE  
DUNNELLON, FL 34431  
DBOWNE@DUNNELLON.ORG  
(352) 465-8500**

7. **Consent to Future Conflicts**: The Client recognizes that the Firm is a relatively large law firm and represents many other local governments, companies and individuals. Thus, during or after the time we are representing the Client, we may also represent other present or future clients in matters adverse to the Client that are unrelated to this representation. Based on the foregoing, the Client agrees that our representation of it in this matter will not disqualify the Firm from opposing it in other matters that are unrelated to the Subject Matter of this representation. The Firm agrees, however, not to use any proprietary or other confidential information of a nonpublic nature concerning the Client acquired by the Firm as a result of our representation of the Client to its material disadvantage in connection with any litigation or other matter in which we are opposed to it, and if requested by the Client, we will formally screen any lawyers and staff working on the adverse matter from the attorneys and staff working on this matter.
8. **Choice of Law, Jurisdiction, and Venue**: All of the rights and obligations of the Firm and the Client arising under or related to this Agreement shall be governed by the laws of the State of Florida. In the event of any litigation arising out of or relating in any way to our representation, the Firm and the Client agree that the exclusive jurisdiction and venue shall be the Circuit Court in Marion County where the Client is located.
9. **Entire Agreement**: This Agreement constitutes the entire understanding and agreement between the Client and the Firm regarding the terms of our engagement for the Subject Matter and supersedes any prior understandings and agreements, written or oral. If any provision of this Agreement is held by a court, arbitration, or other panel to be invalid, void, or unenforceable, the remainder of the provision shall remain in full force and effect.

Attachment "1"  
SCOPE OF WORK

| Deliverables and Tasks   | Minimum Level of Service   | Payment Amount Not to Exceed | Financial Consequences  |
|--|--|------------------------------|---|
| <p><b>A. Deliverable 1.</b> Analyze and Evaluate Properties within the Historic District for their Development Potential, Subcontract or Notice</p> <p>Grantee shall analyze and evaluate properties within the Historic District for their development potential, hold a joint workshop with the Planning Board and City Council, and provide a copy a subcontract, amendment to a subcontract, or notice to DEO in accordance with Section 3.A. of this Scope of Work.</p> <p>Deliverable due date<br/><b>March 31, 2021</b></p> | <p>Completion of Deliverable 1 as evidenced by submission of all of the following</p> <ol style="list-style-type: none"> <li>1. A Summary Report of the analysis and evaluation, including maps/tables of relevant features of parcels evaluated</li> <li>2. Workshop agenda, notice and presentation materials.</li> <li>3 Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available</p> | <p>\$20,000 00</p>           | <p>As provided in Section 12 of this Scope of Work, below</p> |
| <p><b>Deliverable 2.</b> Draft the Historic District Enhancement Plan, Hold Planning Board public hearing on Draft Historic District Enhancement Plan, Hold City Council Public Hearing to Approve</p>   | <p>Completion of Deliverable 2 as evidenced by submission of all of the following</p> <ol style="list-style-type: none"> <li>1. Draft Historic District Enhancement Plan</li> <li>2. Copy of the public</li> </ol>   | <p>\$15,000 00</p>           | <p>As provided in Section 12 of this Scope of Work, below</p> |

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|---|--|--|--|
| <p>the Plan, Subcontract or Notice</p> <p>Grantee shall prepare a draft of the Historic District Enhancement Plan, hold a City Council Workshop to present the proposed Historic District Enhancement Plan and provide a copy of a subcontract, amendment to a subcontract, or notice in accordance with Section 3 B of this Scope of Work.</p> <p>Deliverable due date<br/><b>May 31, 2021</b></p> | <p>notification, agenda, material presented and summary report or minutes from the Planning Board</p> <p>3 Copy of the public notification, agenda, material presented and summary report or minutes from the City Council Public Hearing.</p> <p>4 Copy of a subcontract or amendment to an existing subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available</p> |  |  |
| <b>Total Amount Not to Exceed \$35,000.00</b>   |  |  |  |