

6:45 P.M. Community Redevelopment Agency Meeting

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**AGENDA**  
**CITY OF LAKE CITY**  
**City Council Regular Session**  
**April 21, 2014**  
**7:00 P.M. at City Hall**

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**PLEDGE OF ALLEGIANCE**

**INVOCATION** - Council Member Melinda Moses

**1. ROLL CALL**

**2. PROCLAMATIONS**

A. National Healthcare Decisions Day-April 16, 2014-  
Mr. Joseph W. Brooks, Administrator, to accept on  
behalf of Haven Hospice

B. Florida General Aviation Appreciation Month-April  
2014

C. Water Conservation Month-April 2014-Ms. Carrie  
Olshansky to accept on behalf of the Suwannee River  
Water Management District

**3. MINUTES**

None

**4. APPROVAL OF AGENDA**

**5. APPROVAL OF CONSENT AGENDA**

A. Permit application from Haven Hospice to hold the  
Derby Dash on Saturday, May 3, 2014, from 7:00 a.m.  
until 2:00 p.m. All supporting documents including  
certificate of insurance have been provided.

**6. PERSONS WISHING TO ADDRESS COUNCIL**

**7. PERSONS WISHING TO APPEAR THAT ARE NOT ON THE AGENDA**

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

A. RESOLUTIONS:

1. City Council Resolution No. 2014-027, if adopted, will authorize the City to retain Eric J. Holshouser, Attorney at Law, and his law firm Buchanan Ingersoll Rooney, PC/Fowler White Boggs (the "Firm") to represent the City in connection with collective bargaining with the Fraternal Order of Police ("FOP") on behalf of the Lake City Police pursuant to and in accordance with Engagement Letter dated April 10, 2014 (the "Engagement Letter").

10. **DEPARTMENTAL ADMINISTRATION**

None

11. **COMMENTS BY COUNCIL MEMBERS**

12. **ADJOURNMENT**

**NATIONAL HEALTHCARE DECISIONS DAY**  
**April 16, 2014**

- WHEREAS,** *Healthcare Decisions Day is designed to raise public awareness of the need to plan ahead for health care decisions, related to end of life care and medical decision-making whenever patients are unable to speak for themselves and to encourage the specific use of advance directives to communicate these important health care decisions; and*
- WHEREAS,** *one of the principal goals of Healthcare Decisions Day is to encourage hospitals, nursing homes, assisted living facilities, continuing care retirement communities, and hospices to participate in a community-wide effort to provide clear and consistent information to the public about advance directives, as well as to encourage medical professionals and lawyers to volunteer their time and efforts to improve public knowledge and increase the number of Lake City citizens with advance directives;*
- WHEREAS,** *Last year, more than 1.6 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States;*
- WHEREAS,** *In 2013, Haven had the honor and privilege to serve 9,331 individuals and families throughout North Florida. Haven Hospice believes that everyone deserves compassion, care and comfort;*
- WHEREAS,** *Haven provides complimentary copies of the advance directive tool known as Five Wishes ® in English and Spanish and encourages everyone to make their healthcare wishes known.*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida do hereby proclaim April 16, 2014, as NATIONAL HEALTHCARE DECISIONS DAY and encourage citizens to increase their understanding and awareness of advanced directives.**

*In witness whereof I have hereunto set my hand and caused this seal to be affixed this 16th of April 2014.*

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*Stephen M. Witt, Mayor  
City of Lake City*

# Proclamation



## FLORIDA GENERAL AVIATION APPRECIATION MONTH APRIL 2014

**WHEREAS,** *general aviation and community airports play a critical role in the lives of our citizens, as well as the operation of our businesses and agriculture; and*

**WHEREAS,** *the State of Florida, as well as the City of Lake City, has a significant interest in the continued vitality of general aviation, aerospace, aircraft manufacturing, educational institutions, aviation organizations, community airports and airport operators; and*

**WHEREAS,** *general aviation plays a vital role in the response to emergencies and natural disasters; and*

**WHEREAS,** *many communities in Florida depend heavily upon general aviation and community airports for the continued flow of commerce and tourism; and*

**WHEREAS,** *the aviation industry in Florida supports over one million jobs with an annual payroll of \$30 billion, and general aviation airport support over 54,000 jobs with an annual payroll of \$1.8 billion, and an economic benefit of \$6 billion; and*

**WHEREAS,** *the Governor of the State of Florida has designated April as General Aviation Month; and*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Lake City, Florida do hereby proclaim April as **FLORIDA GENERAL AVIATION APPRECIATION MONTH** in the City of Lake City, and would like to recognize the Lake City Gateway Airport for the positive impact it has on the growth of our community.**



*In witness whereof I have hereunto set my hand and caused this seal to be affixed this 21<sup>ST</sup> day of April 2014.*

\_\_\_\_\_  
*Stephen M. Witt, Mayor  
City of Lake City*

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# Proclamation



## WATER CONSERVATION MONTH

APRIL 2014

**WHEREAS,** *clean, safe and sustainable water resources are vital to Lake City's residents, visitors, economy, and environment; and*

**WHEREAS,** *droughts, development, and population growth serve as reminders that Florida's groundwater and surface water resources are finite and fragile; and*

**WHEREAS,** *permanent, year-round water conservation measures are in effect throughout the Suwannee River Management District; and*

**WHEREAS,** *the City of Lake City supports and promotes the efficient use of Florida's water resources; and*

**WHEREAS,** *local governments are essential in assisting in promoting water conservation awareness and implementing water conservation measures;*

**WHEREAS,** *every agricultural operation, business, industry, school, resident and visitor can help by conserving water and thus promote a healthy economy and community; and*

**WHEREAS,** *every citizen can help save water by following the District's year-round water conservation measures and by conserving water both indoors and outdoors; and*

**WHEREAS,** *water conservation will continue to play an important role in the future protection and preservation of ground and surface water resources and*

**WHEREAS,** *the State of Florida traditionally designates April as Water Conservation month;*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Lake City, Florida do hereby proclaim April as WATER CONSERVATION MONTH and does urge every citizen of Lake City to celebrate Water Conservation Month by taking an active role in conserving water and promoting its efficient use.**

*In witness whereof I have hereunto set my hand and caused this seal to be affixed this 21<sup>st</sup> day of April 2014.*

Stephen M. Witt, Mayor  
City of Lake City

5A

# City of Lake City Special Events Application

## Applicant Information

Organization/Agency Name: Haven Hospice		Event Name/Purpose: Derby Dash	
Contact Name: Stephanie Brod		Phone: 352.271.4665	
Current address: 4200 NW 90 Blvd			
City: Gainesville	State: Florida	ZIP Code: 32606	
Email: smbrod@havenhospice.org	Date Requested: 5/3/14	Time Requested: 7:00 am - 2:00 pm	
Facility/Park Requested: Wilson Park			
Estimated Attendance: 1000			

## Information about your Parade

Line Up Time:	Parade start time:
Anticipated number of vehicles to be used in the parade:	
Location and desired route (state starting point, route and point of termination, using the appropriate street names and directions if applicable): Please attach a map of the parade route.	

## Event Information

Will you be collecting admissions/donations of any type at this event? yes		
Will any items be sold at this event (including food)? yes	What kind? variety	
Are you having other vendors participate in this event? yes	Please list: 3 food vendors, Community partners, car vendors (See Flyer)	
Is this Event open to the public? yes	What activities are planned? Run & car show	Will tents be used? yes
Will bounce houses be used? Yes	Will you be serving food?	

## Services Requested (Fees Apply)

Security/Crowd Control Requested?	Yes - 1 officer
Clean up Requested?	
Will you need access to Electricity?	Yes, unsure of the amp If Yes, will you need 20 30 50 Amp Service (please circle one)
Road/Parking Lot Closure Requested? (Only for City Sponsored Events)	Yes
If yes please state using appropriate names which streets/parking lots are being requested closed; also submit a map showing all road closures or route.	
_____ around the lake & Lake Shore _____	

\*\*Please note clean up, electric, and police presence is an additional fee\*\*

## Organization Information

Type of Organization (please circle one):	Not for profit (must provide 501c3 letter)	For Profit	Individual
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Federal ID#	Tax Exempt # 59-2490893
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**No Park Rentals for the Month of November and December**

**Fee Schedule**

**Use of Parks:** \$50.00 usage fee, \$25.00 electricity fee, under 100 people \$100.00 Deposit (refundable after event with satisfactory Clean up) 100 or more people \$200.00 deposit (Refundable after event with satisfactory clean up) \$1,000,000 Liability Insurance required

Required for organizations Of 100 or more with the City of Lake City listed as an additional insured.

**Use of a Facility:** \$40.00/hour usage fee, \$100.00 deposit and proof of insurance if needed

**Use of Football Stadium:** \$400.00 per day, \$200.00 deposit, and proof of \$1,000,000 of liability insurance with the City of Lake Lake City listed as an additional insured. Use of Stadium Lights per night \$100.00.

**Rental Guidelines: \*No alcohol beverages on city property \*No vehicles allowed in the parks**

**\*No tents, poles, or signs allowed in the grass area of the park \*No nails or tape on gazebo**

**Trash cans must be emptied by Organizer.**

**Staff Use Only**

<p align="center">Approved <small>(All signatures required for approval)</small></p>	<p>Deposit Amount:  Ø</p>	<p>Map Attached <input checked="" type="checkbox"/> D.O.T. Approval <input type="checkbox"/></p> <p>Proof of Insurance <input checked="" type="checkbox"/></p>
<p align="center">Denied</p>	<p>Electricity Charge:  Ø</p>	<p>Road Closures <input checked="" type="checkbox"/> Parking Lot Closures <input checked="" type="checkbox"/></p> <p>Electricity Needed <input checked="" type="checkbox"/></p>
<p>Rental Fee:  Ø</p>	<p>Total Received: City Sponsored event Ø</p>	<p>Deposit Returned: Date: _____ Amount: _____</p>

**Department Approval:**

Public Works Official: FA Date: 3/26/14 Police Department Official: [Signature] Date: 4/3/14  
(Include D.O.T. release if applicable)

City Manager: \_\_\_\_\_ Date: \_\_\_\_\_ City Council: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant: [Signature] Date: 3/26/14  
City Official Signature: [Signature] Date: 3/26/14

**Hold Harmless Agreement:** The Contractor, Vendor, or User hereby promises and agrees to indemnify and save harmless the City of Lake City, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Contractor, Vendor, Officers, agents, servants, employees, or other or because of or due to the more existence of the agreement between the parties.

The applicant will supply a "Certificate of Insurance" reflecting minimum coverage of the amount deemed by City Staff per occurrence for bodily injury and property damage. The City of Lake City as additional Insured which will be noted on the Certificate. The Certificate will indicate that the applicant's insurance policy will not be cancelled without thirty day prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Lake City Recreation Department no later than five (5) calendar days prior to program/event date.

**Copyright Law:** Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under this agreement and licensee agrees to indemnify and hold harmless devices, processes or dramatic rights furnished or used by licensee in connection with the agreement and will defend the City from any such suit or action, regardless of whether it is grounded or fraudulent.

**Certification by Applicant:** I certify that I have read this application and that all information contained in this application is true and correct. Any falsehoods or misrepresentations will constitute a criminal violation of the Florida State Statute. I agree to comply with and be bound by any and all applicable provisions of the city code. I understand the event may be cancelled by the Chief of Police or the Fire Chief should any conditions of the permit or city ordinance or state statute be violated, I certify that I am authorized by the organization named herein to act as its agent for the herein described activity. I also have received the notice informing me of my responsibilities and obligations should I cancel the event.

By filing this application, I, and the organization on whose behalf make this application, contract, and agree that we will jointly and severally indemnify and hold the city harmless against liability, including court cost and attorneys' fees for trial and on appeal, for any and all claims for damage to property or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the activity or any of its participants.

[Signature]  
Licensee Signature

3/24/14  
Date

**LICENSEE CERTIFICATION**

I hereby certify that all the information contained herein is true and correct to the best of my knowledge. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any permit(s) issued.

Signature of Applicant: [Signature] Date: 5/24/14

Subscribed and affirmed BA/H By (Print Applicant Name) Jim Bowen  
He/she is personally known to me OR has presented personally known as identification and who did take an oath.

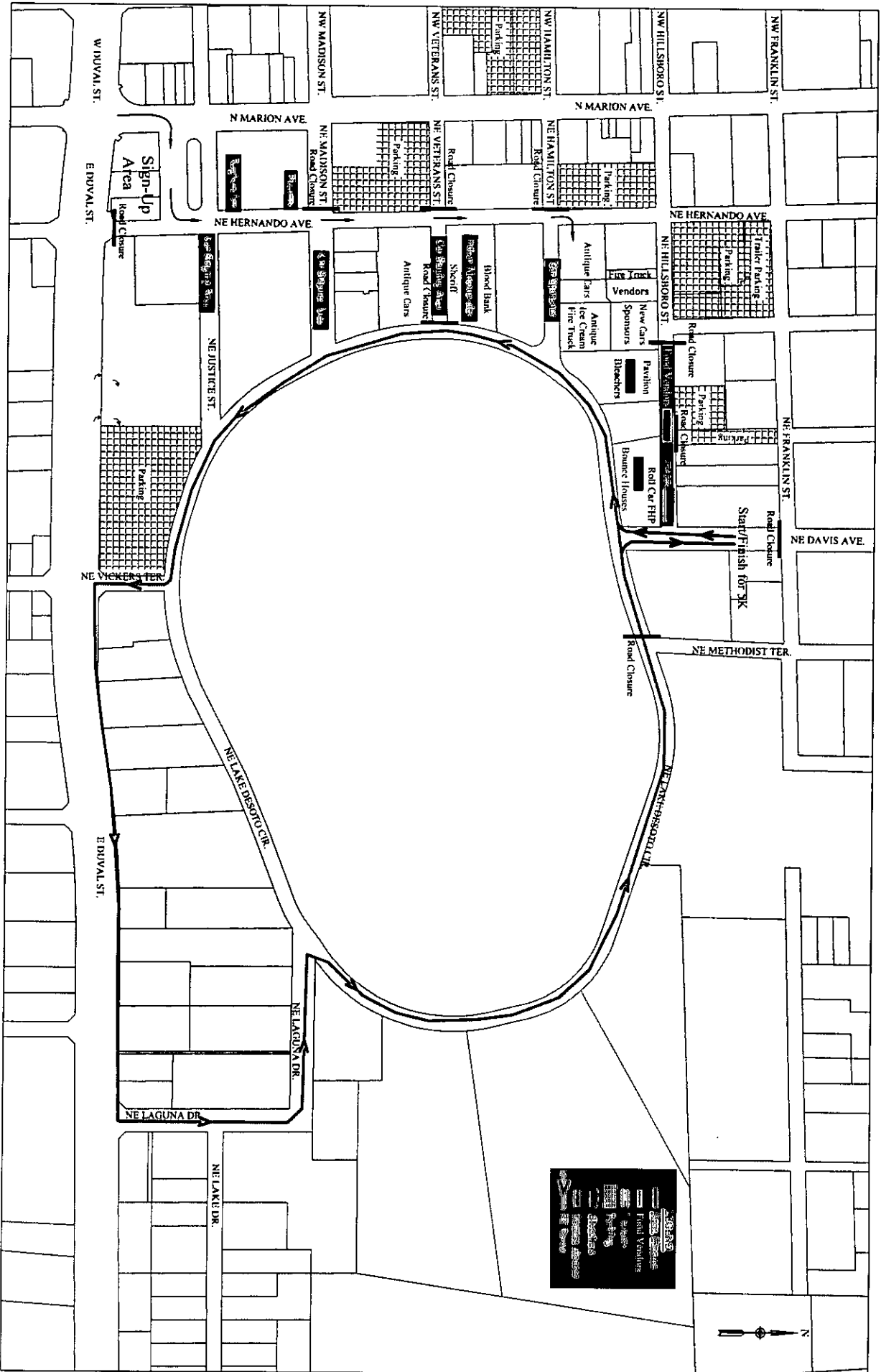
Notary Signature and Seal: Lori A. Pagliara  
LORI A. Pagliara  
My commission Expires: 06.06.2016



**Americans with Disabilities Act:**  
The applicant understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the special event, and further agrees to indemnify, hold harmless and defend the City of Lake City, its elected officials, officers, agents, employees and volunteers, from any claims or liability arising out of or by virtue of the Americans with Disabilities Act.

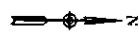
**The Program/Event will be terminated should licensee cause any violation of Local, State, or City of Lake City Laws and ordinances.**





**LEGEND**

- Parking
- Road Closure
- Sign-Up Area
- Gun Shooting Area
- Police Appearance
- Sheriff
- Blood Bank
- Antiques
- Ice Cream
- Fire Truck
- Vendors
- New Cars
- Sponsors
- Pavilion
- Bleachers
- Roller Car FHP
- Bounce House
- Trailer Parking
- Food Vendors





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/27/2014

Page 1 of 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Florida, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, NO, EXT): 877-945-7378      FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Columbia Casualty Company      NAIC# 31127-001 INSURER B: Comp Options Insurance Company      10834-091 INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> North Central Florida Hospice, Inc. dba Haven Hospice 4200 NW 90th Blvd Gainesville, FL 32606-3809		

**COVERAGES**

CERTIFICATE NUMBER: 21332980

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		5086865947	1/22/2014	1/22/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC810007526001	2/9/2014	2/9/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

RE: Derby Dash Event- May 3, 2014, to be held in Downtown Lake City, Lake City, FL 32055

**CERTIFICATE HOLDER****CANCELLATION**

City of Lake City 205 N. Marion Ave Lake City, FL 32055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Coll:4373322 Tpl:1786503 Cert:21332980 © 1988-2010 ACORD CORPORATION. All rights reserved.

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**CITY COUNCIL RESOLUTION 2014-027**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO RETAIN ERIC J. HOLSHOUSER, ATTORNEY AT LAW, AND HIS LAW FIRM BUCHANAN INGERSOLL ROONEY, PC/FOWLER WHITE BOGGS (THE "FIRM") TO REPRESENT THE CITY IN CONNECTION WITH COLLECTIVE BARGAINING WITH THE FRATERNAL ORDER OF POLICE ("FOP") ON BEHALF OF THE LAKE CITY POLICE PURSUANT TO AND IN ACCORDANCE WITH ENGAGEMENT LETTER DATED APRIL 10, 2014 (THE "ENGAGEMENT LETTER").**

**RECITALS**

**WHEREAS**, the agreement between the City of Lake City, Florida ("City") and the North Central Florida Chapter of the Florida Police Benevolent Association, Inc. expired September 30, 2013; and

**WHEREAS**, the City is now in the process of negotiating a new agreement with the Fraternal Order of Police ("FOP") and finds it is in the interest of all parties to retain the legal services of attorneys and law firms who specialize in labor relationships and collective bargaining; and

**WHEREAS**, the City finds that Eric J. Holshouser, attorney at law, and his law firm are experienced in labor relationships and collective bargaining; and

**WHEREAS**, the City desires to retain the services of Eric J. Holshouser and his law firm to represent the City pursuant to the terms and conditions of the Engagement Letter dated April 10, 2014 (the "Engagement Letter"), copy of which is attached as Exhibit "A", in connection with collective bargaining with the FOP for a new agreement with respect to terms and conditions for employment for certain police employees.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY**

**OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

**Section 2.** The City hereby retains the services of Eric J. Holshouser and his law firm to represent the City on behalf of its police in connection with collective bargaining with FOP and accepts the terms and conditions of the Engagement Letter.

**Section 3.** The Mayor is authorized to execute the Engagement Letter for and on behalf of the City.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**Buchanan Ingersoll & Rooney PC**

FOWLER WHITE BOGGS

Eric J. Holshouser  
Direct Dial: 904 446 2629  
Direct Fax: 904 562 1757  
eric.holshouser@bipc.com

50 North Laura Street, Suite 2800  
Jacksonville, Florida 32202  
T 904 598 3100  
F 904 598 3131  
www.bipc.com

April 10, 2014

Via E-mail: [johnsonw@lcfla.com](mailto:johnsonw@lcfla.com)

Mr. Wendell Johnson  
City Manager  
City of Lake City  
205 N. Marion Avenue  
Lake City, Florida 32055

Re: Engagement Letter

Dear Wendell:

This letter is to confirm the scope and nature of your retention of our law firm, Buchanan Ingersoll & Rooney PC|Fowler White Boggs P.A. ("the Firm"). You have retained us to represent the City in connection with collective bargaining with the Fraternal Order of Police.

Regarding fee arrangements, our firm's statements for professional services are issued monthly and are based on the firm's hourly rates for those lawyers and paralegals who perform services. In this regard, my hourly rate for this engagement is \$295 and our associate rate is \$250 per hour. We also charge for paralegal services at the rate of \$110 per hour and bill for the costs associated with our representation, such as photocopies, courier services, postage beyond regular mail charges, computerized legal research services and long distance telephone calls. Our hourly rates are periodically adjusted, typically at the commencement of the new calendar year, and in preparing our statements for legal services, we will use our hourly rates in effect when such services are rendered. Payments of statements are due in 20 days, and late payment can result in a 1.5% late payment penalty per month.

Notwithstanding termination provisions of paragraph 11 of the attached Standard Fee Addendum, the Firm reserves the right to terminate our representation of you or your company, for non-payment of billed fees and costs, upon 10 days' written notice, such notice to be given by Federal Express overnight delivery or hand delivery and to be effective upon your actual or constructive receipt of such notice.

EXHIBIT " A "

Mr. Wendell Johnson  
April 10, 2014  
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Additionally, the Firm reserves the right to terminate the representation, for any reason other than non-payment of fees and costs, upon 20 days' notice in accordance with the procedures set forth in the preceding statement.

This letter constitutes the "Engagement Letter" described in the Addendum, and, together, with the Addendum, constitutes the agreement under which we will represent you or your company as to the matters described in this letter.

Our lawyers place the highest premium on client service, providing cost-effective solutions to workplace and litigation problems, and ensuring that we remain steadfastly focused on providing value to our clients in the performance of legal services. We are proud of the Firm's long history of providing quality legal services at affordable rates. If at any time you have questions or concerns about any matter relating to our representation arrangement, including on our statements for services, we ask and encourage you to bring the matter to our attention on a timely basis. We work closely with our clients and we value our attorney-client relationships.

Additionally, one of the legal and strategic advantages of consulting with us is that our communications (both oral and written) with you for purposes of rendering legal advice are covered by the attorney-client communications privilege. This privilege protects such communications from forced disclosure to third parties. We encourage our clients to use this confidentiality privilege to their advantage. However, the privilege can be waived. To avoid waiving the attorney-client privilege, you must maintain the confidentiality of our communications and legal advice, and you should not disclose or discuss our communications with others without first consulting with us.

Finally, most of our clients prefer that we e-mail them instead of using the U.S. mail service because the former is more convenient, allows for quicker communications, and is cost-effective. At the same time, and despite the technological advances in e-mail security, some inherent risk remains in communicating by e-mail that the communication could be intercepted or result in an involuntary disclosure to a third party. Accordingly, this is to also confirm that you authorize us to send attorney/client communications by e-mail.

After your review of the foregoing, if you have any questions or if any of the terms of the agreement are not acceptable to you in all respects, please let us know within ten (10) days. If you find these representation arrangements set forth in the preceding paragraphs of this letter and the Standard Fee Addendum satisfactory, please sign and date the enclosed copy of the "Engagement Letter" with the complete Addendum, and return it to us.

Mr. Wendell Johnson  
April 10, 2014  
Page 3

We appreciate your consulting with our firm in connection with the above-referenced matter, and we look forward to working with you. With kind regards, we are,

Sincerely,

BUCHANAN INGERSOLL & ROONEY PC |  
FOWLER WHITE BOGGS

By:   
Eric J. Holshouser

APPROVED AND AGREED TO by the undersigned, who is the "Client" for purposes of this agreement:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY OF LAKE CITY, FLORIDA

Attachment: Standard Fee Addendum

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

## FOWLER WHITE BOGGS P.A. STANDARD FEE ADDENDUM

This Standard Fee Addendum ("Addendum") sets forth the standards and basis upon which Fowler White Boggs P.A. ("Firm") will provide legal services to a client and bill for those services. This Addendum accompanies an engagement letter ("Engagement Letter") addressed to a client or clients (jointly, severally, and collectively the "Client") and shall become part of the agreement between the Firm and the Client. It is intended that this Addendum shall be incorporated by reference into the Engagement Letter.

1. **Professional Undertaking:** The partner in charge of this matter will have primary responsibility for the Client's representation, and may, in his or her sole discretion, utilize other attorneys and legal assistants in the Firm who can accomplish the work. If at any time the Client has any questions, concerns, or criticisms concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact the partner in charge.

2. **Fees:** The Firm takes into account many factors in billing for services rendered, and the partner in charge will review all statements before they are issued to ensure that the amount charged is appropriate. The principal factor is usually the Firm's schedule of standard hourly rates, and most statements for amounts due for fees are the product of the hours worked multiplied by the Firm's hourly rates in effect at the time the work is performed.

The Firm's schedule of standard hourly rates for attorneys and other members of the Firm's professional staff is based on their years of experience, specialization in training and practice, and level of professional attainment. This rate schedule is adjusted from time to time and may affect the hourly rates of the attorneys working upon the Client's matters. A copy of our schedule of standard hourly rates is available to the Client upon request. Our services include all time the Firm spent on the matter, including, but not limited to, legal research and review of file matters, preparation of memorandums and correspondence, telephone conferences, negotiations, meetings and presentations, and all other work which in the Firm's judgment is reasonably required or desirable to represent the Client's interests in the subject matter.

3. **Costs:** The Firm's fees do not include costs such as travel, lodging, meals, telephone calls, telecopy charges, express or other delivery charges, deposition transcripts, filing and recording costs, photocopying, computerized legal research and, when needed, staff overtime. These items are separately itemized on the Firm's statements as expenses.

4. **Billing:** The Firm's statements generally will be prepared and mailed during the month following the month in which services are rendered and costs incurred. When the Firm represents a client in litigation and a money judgment is obtained, the Firm may, at its option, take the Firm's outstanding fees and costs from funds collected out of the money judgment.

5. **Late Payments:** Payment of the Firm's billings is due upon receipt of the statement. Because the Firm has ongoing overhead expenses and because of the cost of money to the Firm, a monthly late charge is added for late payments of fees and costs. On the first day of each month, the balance of any statement then unpaid for more than one (1) month shall be subject to a late charge of one and one-half percent (1-1/2%) per month. This interest rate may be adjusted in the future. In the event that it is necessary to institute legal proceedings to collect the Firm's fees and costs, the prevailing party will also be entitled to a reasonable attorney's fee, paralegal fees and charges, and other costs of collection, even if such services and costs are provided by the Firm.

6. **Retainer:** It is the Firm's policy to require advance payments for fees and costs before the Firm renders services. The Firm's retainer will be the amount set forth in the Engagement Letter. As the retainer is used by the Firm for payment of ongoing fees and costs, the Firm may require additional funds to replenish the retainer, or to enlarge it in the event the partner in charge anticipates large fees or cost expenditures due to the particular circumstances of the case. The Client agrees to pay or replenish the retainer upon notice from the Firm. At the time the Firm renders its final statement to the Client, the retainer balance will be applied to outstanding costs and then to unpaid fees before billing the Client for the balance due.

7. **Security for Fees and Costs:** Florida law provides the Firm with the right to impose a lien upon documents, money, and other intangibles and materials coming into its possession to secure the payment of its fees and expenses. This retaining lien, as well as appropriate charging liens, may be asserted by the Firm in appropriate circumstances.

8. **Responsibility for Payment:** Whether the Firm's services are fully, substantially or nominally rendered to the Client, as identified in the Engagement Letter, or to corporations, partnerships, estates, trusts, and



other entities connected with the Client, the Firm will look to the Client which shall have re-responsibility and be liable for payment of the Firms' fees and costs.

9. **Court Awarded Fees:** If the Firm is representing the Client on a contingent fee basis, and a court awards an attorney fee to the Client as the prevailing party pursuant to applicable statutory or other legal authority, then, unless otherwise provided for in the Engagement Letter, the Firm shall be entitled, to the extent permitted by law, to receive the court awarded fee or the applicable contingent fee, whichever is greater.

10. **Employment of Additional Professionals:** In the event the Firm deems it necessary to employ additional professionals with specialized skills, including but not limited to investigators, medical experts, health planners, actuaries, surveyors, professional engineers, appraisers or accountants, then, after approved by the Client, additional professionals may be employed by the Firm. The Firm will employ professionals in the name of the Client or, at the discretion of the Firm, in the Firm's name on behalf of the Client, however, such professionals shall report exclusively to the Firm. In either event, the Client is responsible to pay the fees of such professionals in full upon the rendering of the professionals' statement therefor. The Firm reserves the right to request and obtain an additional retainer to defray the fees and costs of professionals employed in connection with the Client's matter. All fees and costs of additional professionals shall be subject to the security provisions, interest provisions, and other applicable provisions of this Addendum.

11. **Termination:** The Client will have the right to terminate the Firm's representation at any time by notice to the partner in charge, but the provisions of the Engagement Letter and this Addendum related to payment and collection of fees and costs will not terminate. The Firm will have the same right to terminate the Firm's representation, subject to its obligation to give the Client reasonable notice to arrange other representation. The Firm shall be entitled to its full fee as agreed upon in the Engagement Letter, or the reasonable value of its fee where all or a portion of the fee is contingent on results, if the Client discharges the Firm or obtains the substitution of another attorney before the Firm completes the services for which it was employed. Such reasonable fee shall be determined in accordance with the standards applied by The Florida Bar (Rule 4-1.5) and may take into account the extent to which the Firm's efforts may have progressed in achieving the benefits for the Client.

12. **Disclaimer of Warranty:** The Firm makes no warranties as to the successful resolution of the cause of action, and all expressions made by anyone relative thereto are matters of opinion only.

13. **Nonreliance:** The Firm has made no representations to the Client and the Client has not relied on any representations which are not contained in the Engagement Letter or this Addendum.

14. **Power of Attorney to Execute Documents:** If provided for in the Engagement Letter, the Client grants to the Firm a power of attorney to execute all documents connected with the cause of action, including pleadings, contracts, commercial paper, settlement agreements and releases, notices, verifications, dismissals, orders, and all other documents that the Client may otherwise properly execute.

15. **Notice:** Any notices required under the Engagement Letter or this Addendum shall be in writing and shall be deemed to have been duly served when hand delivered or sent by regular mail to the last known address of the person to whom said notice is required to be provided.

16. **Full Cooperation by Client:** The Client agrees to give the Firm and any associate counsel designated by the Firm full cooperation at all times, and shall be available to the Firm at all reasonable hours at the Firm's office or elsewhere as to all matters for which the Client is represented by the Firm. If this matter involves litigation and if the Client does not reside in the county where this matter is litigated, the Client understands that he or she may be required to appear or its representative may be required to appear in person in said county for questioning by opposing counsel prior to trial and will be required to appear in court in said county for trial of the cause.

17. **Applicable Law and Venue:** The laws of the State of Florida shall govern the construction and interpretation of this agreement and the parties agree that venue of any lawsuit between them shall be in Leon County, Florida.

18. **Binding Effect:** This agreement shall be binding upon the Client, his or her heirs, successors and assigns.