



**THE TOWN OF KENNETH CITY, FLORIDA
SPECIAL MEETING
PUBLIC NOTICE**

The Council of the Town of Kenneth City will meet at Community Hall, located 4600 58th Street North, Kenneth City, Florida to discuss the agenda items of Town business listed at the time indicated below.

6:15 pm	July 13, 2022	Community Hall
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- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Roll Call
- D. Consent Agenda
- E. Public Comment

Please state your name and address for the record. Public participation is encouraged. If you are addressing the Council, step to the podium and state your name and address for the record. Public comments can also be submitted by email to the Town Clerk at townclerk@kennethcityfl.org, written comments must be received by 4pm on the day of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

- F. Action Agenda
 - 1. Engagement Agreement - Interim Town Attorney
- G. Mayor/Council/Attorney/Manager Comments
- H. Adjournment

Any person who decides to appeal any decision of the Town Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the Town Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-498-8948 or fax a written request to 727-498-8841. www.kennethcityfl.org

Agenda Memo



To: Kenneth City Town Council

From: Rob Duncan – Interim Town Manager

Date: 7/8/2022

Subject: Engagement Agreement – Interim Town Attorney

Summary

Attorney Mora's last day with Kenneth City was July 8, 2022, pursuant to the 30 day notice provided. The Town needs legal representation until RFP #2022-03 LEGAL SERVICES is awarded and an Agreement is exercised with the selected firm. To fill the legal need, the Imagine That Performance staff reached out to several firms to serve as Interim Town Attorney. The first firm to respond agreed, but then had to disengage due to a scheduling conflict. A second firm, Weiss Serota Helfman Cole + Bierman, P.L., submitted the attached agreement on July 8, 2022 to serve as the Interim Town Attorney. This firm has the requisite knowledge and experience and will be present to serve in the regularly scheduled Town Council Meeting on July 13, 2022.

Financial Impact: The hourly rate for the Interim Town Attorney is \$250/hour.

Recommendation: Approve the Engagement Agreement – Interim Town Attorney.

Proposed Motion(s): Motion to Approve the Engagement Agreement for Interim Town Attorney and appoint Sarah L. Johnston as Interim Town Attorney.



SARAH L. JOHNSTON, OF COUNSEL
SJohnston@wsh-law.com

July 7, 2022

VIA E-MAIL

Robert Duncan
Imagine That Consulting
Interim Town Manager
Town of Kenneth City
6000 54th Avenue North
Kenneth City, FL 33709

RE: Engagement Agreement – Interim Town Attorney

Dear Mr. Duncan,

We are pleased that you wish to engage our Firm to perform legal services for the Town of Kenneth City (the “Town”), as its Interim Town Attorney. From our experience, we have found that all clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. **Nature of Legal Services.** We will serve as your Interim Town Attorney. Our services will include, but will not be limited to, handling the Town’s day-to-day legal matters from sunshine rules, public records, ethics, procurement, contracts, planning and zoning, land use issues, police matters, public works and utilities, legislative matters, employee training, and preparation of Council items. I, Sarah Johnston, will serve as your primary Interim Town Attorney; I will be supported by other Firm attorneys who are well-versed in governmental law. I will attend meetings and workshops of the Town Council subject to unavoidable conflicts, in which case one of the supporting attorneys will attend in my place. We will be available, accessible, and responsive to the Mayor, Council and the Town Administration, as needed in- person and via telephone (office and cellular phone).
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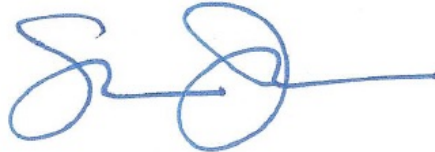
2. **Fees for Services.** The specific services as set forth in paragraph 1 and any travel associated therewith from Tampa will be performed and billed by the Firm on an hourly basis at a discounted government rate of \$250.00 per hour for attorneys. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity.
3. **Costs.** In addition to the attorneys' fees discussed in paragraph 2, certain routine expenses will be incurred on your behalf ("Routine Expenses"). Routine Expenses include, postage, computerized research charges, courier charges and express mail charges, filing fees, recording costs, court reporter costs (including the costs of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), mediator fees, accounting and appraisal fees, expert fees and expenses, travel expenses, trial/hearing exhibit costs and investigation costs, will be itemized and billed to the Town.
4. **Payment of Fees and Costs.** Our invoices will be submitted to the Town on a monthly basis and each invoice will be due and payable within a reasonable amount of time. We stand ready and willing to discuss any invoice. Should a dispute arise at to charges, we will work in good faith to resolve, further recognizing that the Town and our Firm have various forms of dispute resolution at our disposal.
5. **Termination of Representation.** This Agreement may be terminated at any time upon written notice following a majority decision of the Town Council. Upon termination of our representation and payment of any pending invoices for work performed, we will provide the Town with any and all records not yet in the Town's possession in paper and/or electronic format, as required by Chapter 119, Florida Statutes. We will facilitate a transition to the new attorney or firm in the manner requested by the Town. Other than fees for work already performed, there will be no termination or penalty fees associated with the termination of our Agreement.
6. **Withdrawal from Representation.** We reserve the right to withdraw from representing the Town if it misrepresents or fails to disclose material facts to us, if we disagree about the course of action that should be pursued, or if there exists legal conflicts that requires our withdrawal.
7. **Representation of Other Clients.** We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of

Legal Services."

8. **Recusal for Certain Matters.** We have submitted a proposal in response to the Town's RFP #2022-03 to provide legal services and in the event there is a discussion or consideration regarding the RFP and selection of a Town Attorney, we will recuse ourselves and not participate in discussions on that matter as the Town Attorney.

We appreciate your confidence in our Firm and assure you that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or comments concerning this engagement letter, please let me know. Otherwise, if approved by the Town Council, please designate an individual to execute and return.

Very truly yours,



Sarah L. Johnston

APPROVED BY THE TOWN COUNCIL

AGREED AND ACCEPTED,

ON _____, ____, 2022

By: _____
Robert J. Howell, Mayor

ATTEST:

Jocilyn Martinez, Town Clerk

Cc: Jocilyn Martinez, Town Clerk