

City of Dade City

AGENDA MEMO

To: Mayor and Members of the City Commission
From: Karla S. Owens, City Attorney/Community Development Director
Subject: Back-up Attorney Contract
Date: February 18, 2009

It is requested that the City Commission consider the following information and recommendation(s):

BACKGROUND:

On occasion, it may be necessary for me to be away from the City during a City Commission meeting. In addition, the Board of Adjustment is a final decision-making body and functions independently from the City Commission. The attached Agreement provides for provision of contracted legal services by a licensed Florida Bar member in my absence.

ISSUES:

The attached Agreement is between the City and Robert C. Burnette, Esq. Mr. Burnette is a licensed attorney located in Zephyrhills, Florida and is experienced in various aspects of local government law. The Agreement is for an initial term expiring September 30, 2009. The Agreement will automatically renew for one-year terms thereafter unless otherwise terminated by either party. As compensation, Mr. Burnette will be paid \$100.00 per hour, with a two-hour per Board or Commission meeting minimum. The Agreement provides for Mr. Burnette to provide legal services to the City Commission in my temporary absence and to serve as the attorney to the Board of Adjustment. This is the same agreement and payment as was previously utilized between the Commission and attorney Kent Compton.

ALTERNATIVES:

1. Approve the attached Agreement and authorize the mayor's execution of same; or
2. Do not approve the attached Agreement; or
3. Direct staff to take some alternative action.

RECOMMENDATION:

Staff recommends Alternative No. 1 above.

FUNDING:

Funding for these services shall be taken from City Attorney/Legal Services Account No. 312.

**AGREEMENT FOR SERVICES WITH
ROBERT C. BURNETTE FOR SERVICES AS ATTORNEY
FOR THE BOARD OF ADJUSTMENT AND BACK-UP CITY ATTORNEY**

THIS AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the CITY OF DADE CITY, a Florida municipal corporation, hereinafter referred to as CITY, and ROBERT C. BURNETTE, ESQ., 5522 Gall Boulevard, Zephyrhills, Florida 33542, hereinafter referred to as BURNETTE.

WITNESSETH:

WHEREAS, the CITY has a Board of Zoning Adjustment which is a final decision-making body and functions independently from the City Commission; and

WHEREAS, the City Attorney currently serves the City Commission as its Community Development Director thereby creating a possible conflict with simultaneous representation; and

WHEREAS, the City Attorney may from time to time be unable to attend scheduled City Commission meetings due to illness or vacation; and

WHEREAS, the CITY desires to enter into an Agreement with BURNETTE to provide legal services as the attorney advisor for the CITY'S Board of Zoning Adjustment and as a back-up to the City Attorney; and

WHEREAS, BURNETTE also desires to provide the professional services outlined above.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. BURNETTE shall faithfully perform the duties outlined in Articles IX and X of the Zoning Ordinance and Section 4.03 of the Dade City Charter.
2. BURNETTE is hereby appointed for an initial term expiring September 30, 2009, and shall serve automatically renewing one-year terms thereafter. This Agreement may be modified by amendment in writing by both parties. Should CITY or BURNETTE desire to terminate this Agreement, notice of same shall be provided in writing to the other party at least sixty (60) days prior to the effective date of said termination, unless mutually agreed otherwise.
3. As compensation, BURNETTE shall be paid One Hundred and 00/100 Dollars (\$100.00) per hour, with a two-hour per Board or Commission meeting minimum. No compensation shall be required for scheduled meetings cancelled at least 72 hours before the scheduled meeting time. Minimum billings for meetings cancelled with less than 72 hours notice shall be at the sole discretion of BURNETTE.
4. Such payment shall be paid by the CITY to BURNETTE on a monthly basis upon submittal by BURNETTE of an invoice, to the above address, as may be modified.
5. By execution of the Agreement, BURNETTE acknowledges and accepts appointment by the CITY and agrees to shall perform the duties of attorney advisor as required.
6. During the term of this appointment BURNETTE shall not act as an agent or attorney in any proceeding, application or matter before any commission, board, agent or other office of CITY government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date above written.

ATTEST:

CITY OF DADE CITY, FLORIDA

James D. Class, City Clerk

Scott Black, Mayor

Approved as to Legal Form and Sufficiency

Karla S. Owens, City Attorney

Witness:

Robert C. Burnette