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June 13, 2022

VIA EMAIL

Stephen Stack
Hernando County Department of Public Works
Engineering Division
1525 E. Jefferson St.,
Brooksville, FL 34601
sstack@hernandocounty.us

**Re: Hernando County / Former Fleet Maintenance Facility / Environmental
Legal Services**

Dear Mr. Stack:

Our law firm would be pleased to provide legal counsel to Hernando County (the “**County**” or “**you**”) in connection with this matter subject to the terms set forth in this Legal Services Agreement (“**Agreement**”).

This Agreement is necessary to establish the scope of the legal work you have requested that we perform and the basis upon which our fees will be charged and paid. Please sign this Agreement and return a copy to govern our relationship. As explained below, the signature can be returned by email PDF or facsimile.

Pursuant to our discussions with Joe Marsh of Cardno, Inc. (“**Cardno**”), we understand and agree that our invoices for this matter will be sent to and paid by Cardno. We wish to emphasize that for purposes of this Agreement, Cardno is considered a non-client third party payor on the County’s behalf and that our execution of this Agreement establishes an attorney-client relationship between our law firm and the County, which affords the County the benefit of certain professional duties and other benefits which arise as a result of the attorney-client relationship. Your execution of this Agreement constitutes your informed consent pursuant to Rule 4.18(f) of the rules regulating the Florida Bar to Cardno’s payment of our law firm’s legal invoices. We agree that our firm’s invoices

sent to Cardno shall not exceed pre-approved amounts (such amounts, the “**Authorized Budget**”) unless we receive prior authorization to exceed the Authorized Budget. The Authorized Budget may be increased in writing either by the County or by Cardno. The initial Authorized Budget shall be that set forth in the June 13, 2022 *Hernando County, Florida / Former Fleet Maintenance Facility Site, 201 W. Dr. Martin Luther King, Jr. Blvd., Brooksville, Florida (ERIC_9620 / Tank ID #27-8520223): Proposal for Legal Services in Connection with Regulatory Environmental Closure of Site Using Engineering and Institutional Controls* (the “**Proposal**”). We wish to emphasize that the Proposal is merely an estimate, that we cannot guarantee any particular legal result at a certain cost, and that many unknown variables can affect the amount of legal work that will ultimately be necessary.

We charge for professional services on an hourly basis. The hourly rates for us and our colleagues who may be involved range from \$175.00 to \$500.00. Cardno will receive monthly invoices for the total cumulative hours of work performed. Our monthly statement will disclose all efforts made by date and time expended.

Our firm reserves the right to withdraw from representation if payment is not received within thirty (30) days of receipt of invoice.

Interest will be charged and added to the balance of the account at a rate of one percent (1.0%) per month (12.0% per annum) commencing and to the extent that the sum remains unpaid sixty (60) days after the invoice has been sent. You or Cardno must notify our firm in writing of any disputed fees or costs within ten (10) business days after the date of the invoice; otherwise, all invoice charges are agreed to be acceptable and correct and shall be timely remitted to our firm per the terms of this Agreement.

All time spent on your behalf, including all telephone discussions, will be charged to the matter. We cannot and do not warrant or guarantee any particular results of our work.

Pursuant to the terms hereof, you are responsible for the payment of all legal fees and all related charges for work we are to perform on your behalf or on behalf of any corporations or entities which are affiliated with, owned by, or controlled by you. You are not responsible for payment of any fees, charges, or other amounts in excess of the Authorized Budget, except that you are responsible for paying any interest which has accrued on the Authorized Budget pursuant to the paragraph above.

Should non-payment make it necessary to collect any of our fees, you agree to pay all attorney's fees and costs in connection with such an effort, including all appellate and paralegal fees.

Should you elect to terminate our representation, you agree to pay all outstanding invoices to our firm and pay all fees and costs involved in the termination, including reasonable time in the file closure and all associated costs including the costs of copying before you will receive the file.

Should any conflict of interest arise during our representation, we reserve the right to limit the scope of our legal services to avoid such a conflict, or, if necessary, to withdraw as counsel. If

there is a client entity involved, our firm's representation of that entity does not by itself make any of that entity's constituent members (e.g., partners, members, shareholders or beneficiaries) clients of our firm, nor does it signify that our firm, either directly or indirectly, owes any professional duty to any of those persons, notwithstanding that such person may be responsible for full or part payment of any financial obligations to the firm. Consequently, the firm will not be responsible, and will not be required to withdraw from representing you, in the event that representation is, or might become, adverse to the individual interests of any of the entity's constituent members.

If the Client is a business entity or municipal corporation (the "Client Entity"), you represent and warrant that the Client Entity is a duly organized or incorporated, validly existing, and in good standing under the laws of its state of formation, organization, or incorporation; that the Client Entity has the full right, power, and authority to enter into this Agreement; that the execution of this Agreement by the individual whose signature is set forth at the end of this Agreement and the delivery of this Agreement by the Client Entity have been duly authorized by all necessary action on the part of the Client Entity; and that the execution and delivery of this Agreement by the Client Entity will not violate, conflict with, or result in any breach or default under any of the Client Entity's organizational documents.

This Agreement may be executed in one or more counterparts and by different parties on separate counterparts and shall become effective only when one or more counterparts have been executed by each party. Each counterpart shall be deemed an original, but all of the counterparts shall constitute one agreement. Each party may execute and deliver this Agreement by forwarding by facsimile, electronic transmission in PDF format, or other means copies of this Agreement showing execution by the parties sending the same, and each party agrees and intends that such signature shall have the same effect as an original signature, that each party shall be bound by such means of execution and delivery, and that both parties hereby waive any defense to validity based on any such copies or signatures. If you agree with the terms of this Agreement, please sign as indicated below and return one signed original to me.

This letter is an offer to perform legal services which must be accepted to become effective. If this letter is not signed and returned to us by 5 p.m. on the date that is 90 days after the date first noted above, the offer of representation is withdrawn and of no further effect and we will not be performing work on your behalf. You may pay any amount due under this Agreement by means of an "e-check" should you so desire. To do so, please contact our business manager, Sara McIntire at (813) 276-1920 for instructions. Of course, please call us with any questions or comments.

We appreciate the opportunity to assist you and look forward to working with you in this matter.

**MECHANIK NUCCIO
HEARNE & WESTER, P.A.**

By: _____



Travis Moore Hearne, Esq.
Florida Bar No. 1018832

Agreed to and accepted this
____ day of _____, 20 ____.

COUNTY OF HERNANDO, FLORIDA

By: _____
Signature

Print Name

Its: _____
Title

