

**LAND ACQ. & MGMT.
COMMITTEE MEETING
July 20, 2012**

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT's Land Acquisition & Management Committee Meeting

Following the Board Meeting, Friday, July 20, 2012

**Hampton Inn
19 S. Second St., Fernandina Beach,
Nassau County, Florida.**

Committee Members

Chair Spencer Crowley

Commissioners Bruce Barkett, Carl Blow, Aaron Bowman, & Gail Kavanagh

Item 1. Call to Order.

Chair Crowley will call the meeting to order.

Item 2. Roll Call.

Assistant Executive Director Mark Crosley will call the roll.

Item 3. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced.

RECOMMEND Approval of a final agenda.

Item 4. Clark License Agreement on Right of Way Parcel 482, Martin County.

The District owns Right of Way Parcel 482 in Martin County. The Committee has previously approved 3 other License agreements for docks and shoreline stabilization structures within this easement. Mr. Clark is requesting a License Agreement to replace an existing dock and riprap adjacent to his property.

(see back up pages 3 – 6E)

RECOMMEND Approval of a License Agreement with George Clark to replace an existing dock and riprap in Right of Way Parcel 482 subject to Corps of Engineers approval.

**Land Acquisition Committee Meeting
July 20, 2012
Page Two.**

Item 5. Legal Services Contract for the Acquisition of DMMA LT-13, Palm Beach County.

The District is completing our due diligence on DMMA LT-13 and will be initiating acquisition procedures soon. The property owner has retained the services of an eminent domain attorney. While we are unclear whether this acquisition will be through eminent domain action, staff recommends retaining a lawyer with that experience to assist us in this matter. The District has used William Doney of Caldwell, Pacetti, Edwards, Schoech & Viator, LLP in previous acquisition and condemnation proceeding in Palm Beach County and recommends their services in this matter as well.

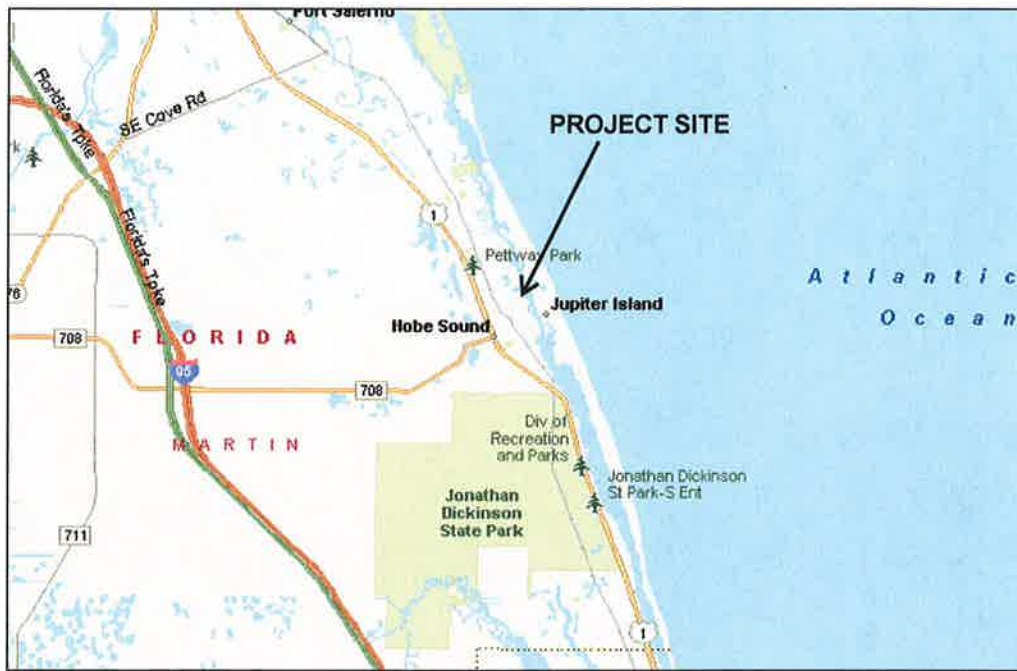
(see back up pages 6F – 13)

RECOMMEND Approval of an Attorney-Client Fee Contract with Caldwell, Pacetti, Edwards, Schoech & Viator, LLP for acquisition services for DMMA LT-13.

Item 6. Additional Staff Comments and Additional Agenda Items.

Item 7. Commissioners Comments.

Item 8. Adjournment.



MARTIN COUNTY



GOMEZ GRANT, TOWNSHIP 38 SOUTH, RANGE 42 EAST

DS Environmental Services, Inc.

1901 SW Yellowtail Avenue
Port Saint Lucie, FL 34953

Phone: 772-215-3997 Fax: 772-879-4520
www.dsenvironmentalservices.com

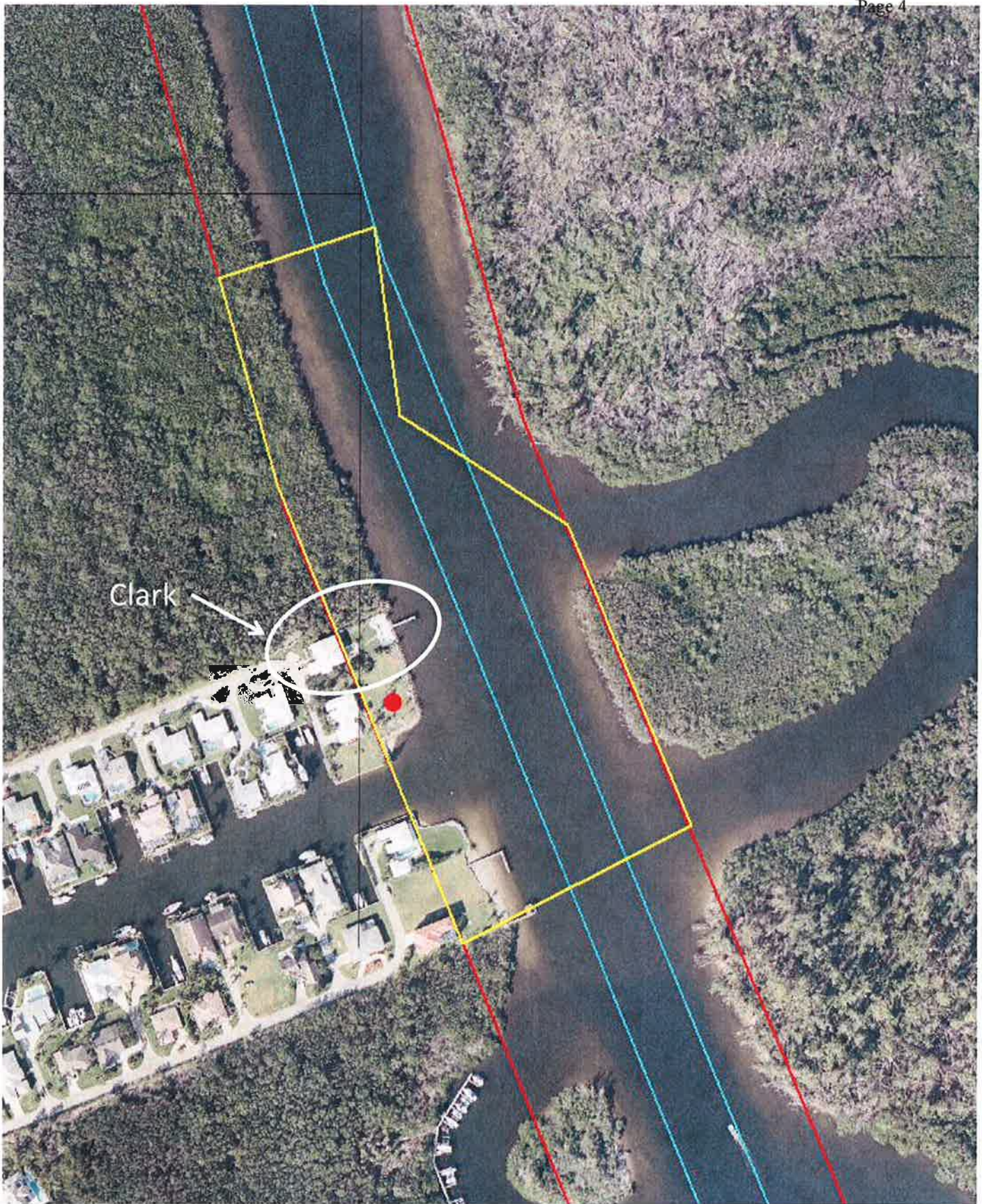
Location Map

Barbara Anderson
9353 SE Yardarm Terrace
Hobe Sound, Florida
PCN# 34-38-42-015-000-00630-2

SCALE: N.T.S.

MAY 2012

SHEET 1 of 3



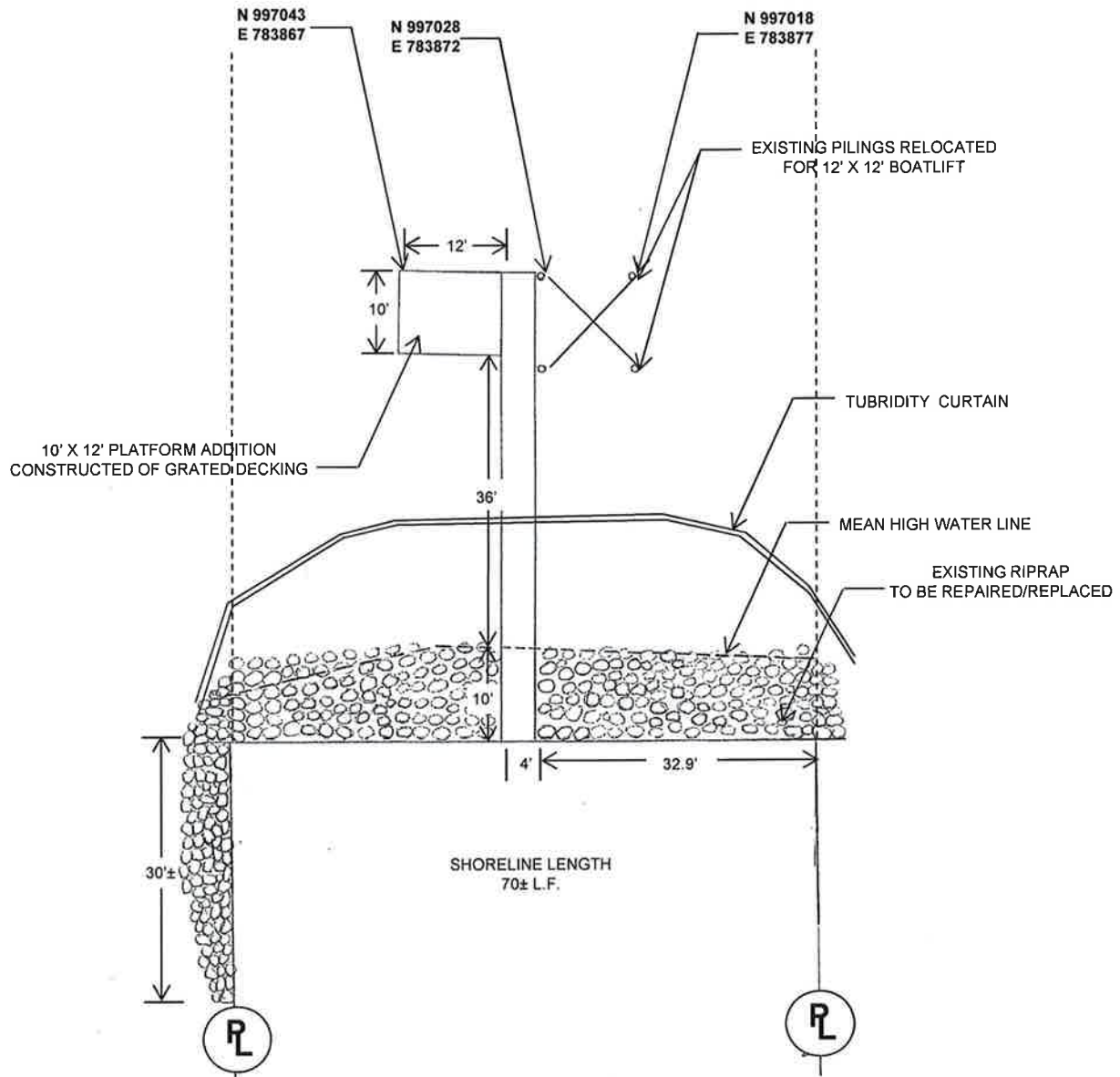
Channel
ICW Right-of-Way
RW Tract 482

Location Map
Right of Way Parcel 482



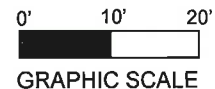


INTRACOASTAL WATERWAY



NOTES

- PROPOSED WORK IS TO REPAIR/REPLACE 100± L.F. OF RIPRAP IN THE SAME LOCATION AND CONFIGURATION
- PROJECT WILL UTILIZE SOME OF THE EXISTING ROCK AND WILL INCLUDE ENHANCEMENT OF NORTH SIDE WITH ROCK FROM EAST SIDE
- ALL FILTER FABRIC TO BE REPLACED AND 45± CUBIC YARDS OF NEW RIPRAP TO BE INSTALLED
- RIPRAP TO BE INSTALLED AT A SLOPE OF 2H:1V USING ROCK 8" TO 18" IN DIAMETER
- SURVEY INFORMATION FROM ASSOCIATED LAND SURVEYORS, INC. - SURVEY DATED APRIL 2012
- THE DESIGN AND INSTALLATION OF THE PROPOSED RIPRAP SHALL NOT CAUSE EROSION OF ABUTTING PROPERTIES SINCE THIS IS A REPAIR/REPLACEMENT
- EXOTIC VEGETATION SHALL BE REMOVED- NONE PRESENT.



DLS Environmental Services, Inc.
 1901 SW Yellowtail Avenue
 Port Saint Lucie, FL 34953

Phone: 772-215-3997 Fax: 772-879-4520
www.dlsevenvironmentalservices.com

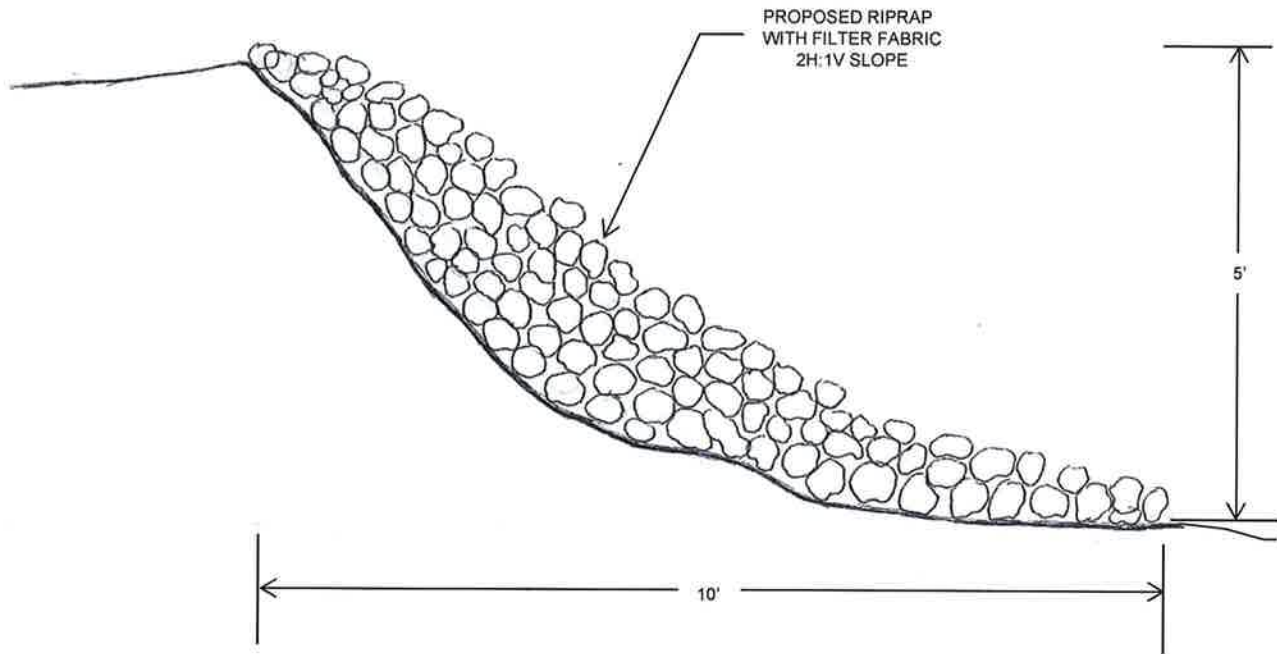
Proposed Plan View

Barbara Anderson
 9353 SE Yardarm Terrace
 Hobe Sound, Florida
 PCN# 34-38-42-015-000-00630-2

SCALE: 1" = 20'

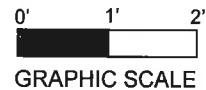
MAY 2012

SHEET 2 of 3



NOTES

- PROPOSED WORK IS TO REPAIR/REPLACE 100± L.F. OF RIPRAP IN THE SAME LOCATION AND CONFIGURATION
- ALL FILTER FABRIC TO BE REPLACED AND 45± CUBIC YARDS OF RIPRAP TO BE INSTALLED
- RIPRAP TO BE INSTALLED AT A SLOPE OF 2H:1V USING ROCK 8" TO 18" IN DIAMETER
- FILTER FABRIC (AMOCO 2002 OR EQUIVALENT) INSTALLED IN ONE PIECE UNDER RIPRAP.
- SURVEY INFORMATION FROM ASSOCIATED LAND SURVEYORS, INC. - SURVEY DATED APRIL 2012
- THE DESIGN AND INSTALLATION OF THE PROPOSED RIPRAP SHALL NOT CAUSE EROSION OF ABUTTING PROPERTIES SINCE THIS IS A REPAIR/REPLACEMENT
- EXOTIC VEGETATION SHALL BE REMOVED- NONE PRESENT.



DL Environmental Services, Inc.
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 Port Saint Lucie, FL 34953

Phone: 772-215-3997 Fax: 772-879-4520
www.dlsevenvironmentalservices.com

Typical Cross Section View

Barbara Anderson
 9353 SE Yardarm Terrace
 Hobe Sound, Florida
 PCN# 34-38-42-015-000-00630-2

SCALE: 1" = 20'

MAY 2012

SHEET 3 of 3

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

David K. Roach
Florida Inland Navigation District
1314 Maricski Road
Jupiter Fl., 33477

Property Control No. 34-38-42-015-000-00630-2

LICENSE AGREEMENT

The Florida Inland Navigation District ("FIND"), an independent special district, established under the laws of the State of Florida, hereby gives its License to George Clark, as tenant by the entirety, whose address is 9353 SE Yardarm Terrace, Hobe Sound, Fl. 33455 ("Licensee") for the construction of a single family dock approximately 304 square feet in size and shoreline rip-rap as shown on the attached Exhibit "A" partially over FIND's property known as Right of Way Parcel 482 in Martin County, Florida, as described in the attached Exhibit "B". This License shall run with the ownership of Licensee's property described in the attached Exhibit "C" and is further subject to the following conditions:

1. No activities other than those set forth above are authorized. Any additional activities on FIND-owned lands must receive further consent from the FIND Board of Commissioners.

2. Licensee agrees that all title and interest to all lands described in Exhibit "B" and those lands lying below the historical mean high water line or ordinary high water line are vested in FIND or the State of Florida, and shall make no claim of title or interest in said lands by reason of the occupancy or use thereof.

3. Licensee agrees to use or occupy the subject premises (i.e., the dock area as described in Exhibit "A") for those purposes specified herein, and Licensee shall not permit such premises or any part thereof to be used or occupied for any other purpose or knowingly permit or suffer any nuisances of illegal operations of any kind on said premises.

4. Licensee agrees to maintain the premises in good condition in the interest of the public health, safety, and welfare. The premises are subject to inspection by FIND or its designated agent at any reasonable time.

5. Licensee agrees to indemnify, defend and hold harmless FIND, its officers, commissioners, employees, and agents from all claims, actions, lawsuits and demands arising out of this License.

6. Licensee shall obtain all necessary federal, state, and local permits or other regulatory approvals needed for the construction of the dock authorized hereunder prior to its construction.

7. Within ten (10) days of the execution and delivery of this License Agreement, Licensee will provide FIND with a binder and thereafter a public liability insurance policy in an amount not less than \$500,000.00, with FIND named as an additional insured under such policy. Licensee will keep such insurance in effect for so long as this License remains in effect and shall provide to FIND a certificate of insurance in the aforesaid amount (either showing coverage for a five-year period [which is FIND's preference] or on an annual basis), showing that FIND is an additional insured under such policy.

8. No failure, or successive failures, on the part of FIND to enforce any provision, waiver, or successive waivers on the part of FIND of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of FIND to enforce the same in the event of subsequent breach.

9. Licensee binds itself and its successors and assigns, to abide by the provisions and conditions set forth herein. In the event Licensee fails or refuses to comply with the provisions and conditions of this License, the License may be terminated by FIND after written notice to Licensee. Upon receipt of such notice, the Licensee shall have sixty (60) days in which to correct the violation. Failure to correct the violations to the reasonable satisfaction of FIND within this period shall result in the automatic revocation of this License.

10. All reasonable and actual costs, including attorney's fees, incurred by FIND in enforcing the terms and conditions of this License shall be paid by the Licensee. Licensee agrees to accept service by certified mail of any notice at the address shown above and further agrees to notify FIND in writing of any change of address at least ten (10) days before the change becomes effective.

11. In respect to only that part of FIND's property over which the dock extends and for which this License is being granted, Licensee agrees to assume responsibility for all liabilities that accrue to FIND's upland and submerged lands or to the improvement thereon caused by Licensee, its agents or invitees, including payment of any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the property because of the activities of Licensee's, its agents or invitees during the effective period of this License.

12. Licensee agrees that any dispute arising from matters relating to this License shall be governed by the laws of Florida and initiated only in Palm Beach County, Florida.

13. This License and the conditions set forth herein are subject to modification after five (5) years in order to reflect any applicable changes in statutes, rule or policies of FIND or its designated agent. FIND shall provide

Licensee with at least sixty (60) days prior written notice of such License modification, including a description of the proposed modification.

14. In the event that any part of the structure consented to herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Licensee agrees to either obtain written License for the offending structure from the affected riparian owner or to remove the interference or encroachment within sixty (60) days from the date of the adjudication. Failure to comply shall constitute a material breach of this License and shall be grounds for its immediate termination.

15. In the event that FIND or the U.S. Army Corps of Engineers determines, in their sole discretion, that the FIND property described in the attached Exhibit "B", or any portion thereof which is or may be affected by Licensee's dock, is needed for dredged material management or any other waterway purpose, Licensee agrees, upon ninety (90) days written notice, to remove at Licensee's cost and expense that part of the dock extending over FIND's property that is Licensed herein and to cease use of the FIND-owned property hereunder. Additionally, Licensee agrees to remove at Licensee's cost and expense that part of the dock extending over FIND's property that is Licensed herein within ninety (90) days after the termination or revocation of this License. Licensee agrees that the failure by Licensee to remove the dock within the prescribed timeframe of this paragraph shall be deemed as Licensee's irrevocable consent for FIND to remove the dock at Licensee's cost and expense. Licensee further agrees that if he does not repay FIND the removal costs and expenses with thirty (30) days of receipt of a written demand, FIND may file a Claim of Lien against Licensee's property described in Exhibit "C". Thereafter, FIND may foreclose said lien in the same manner as a real estate mortgage.

IN WITNESS WHEREOF, this License Agreement is effective on the ____
day of _____, 2012.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

Name: _____

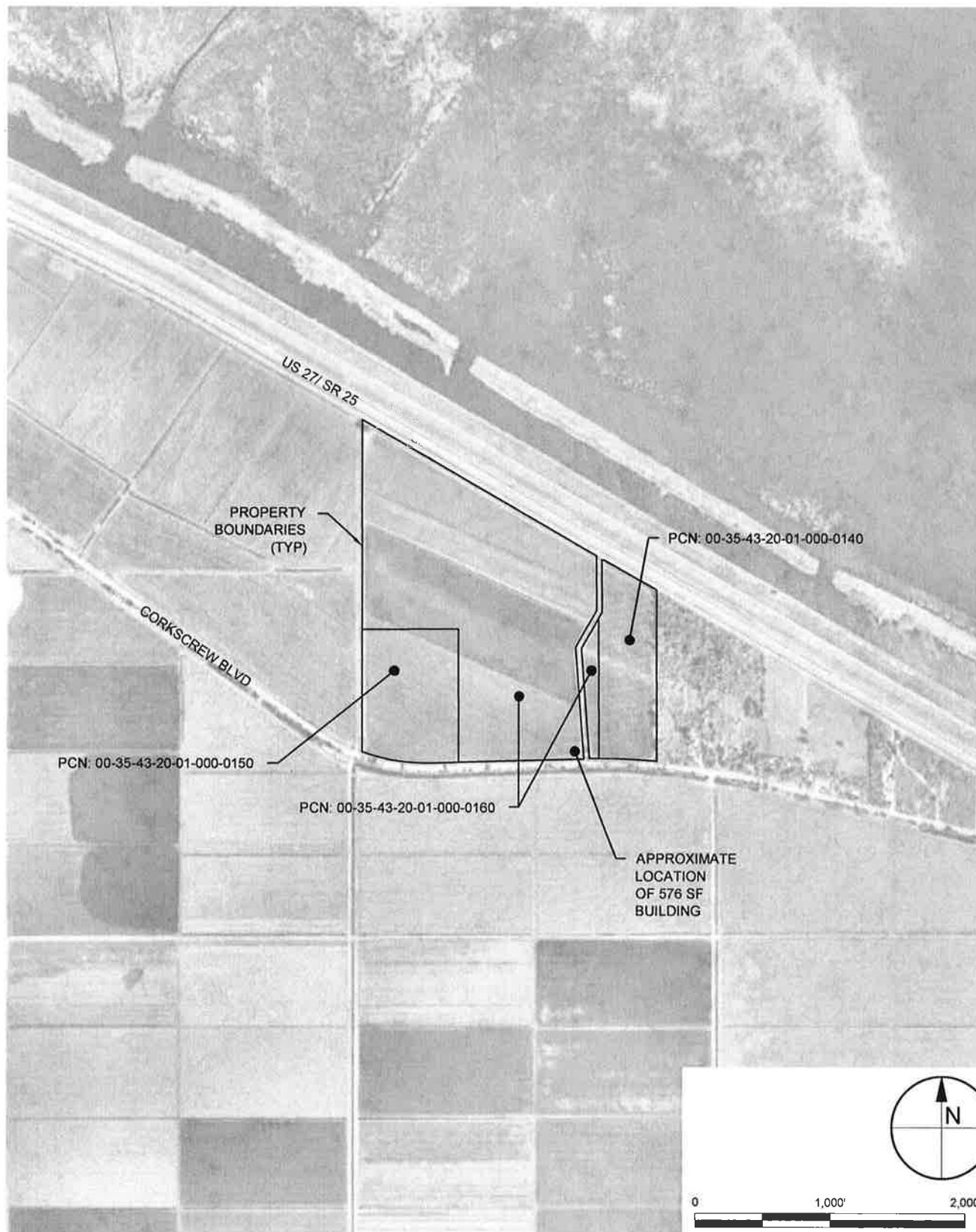
Its Chairman

Name: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

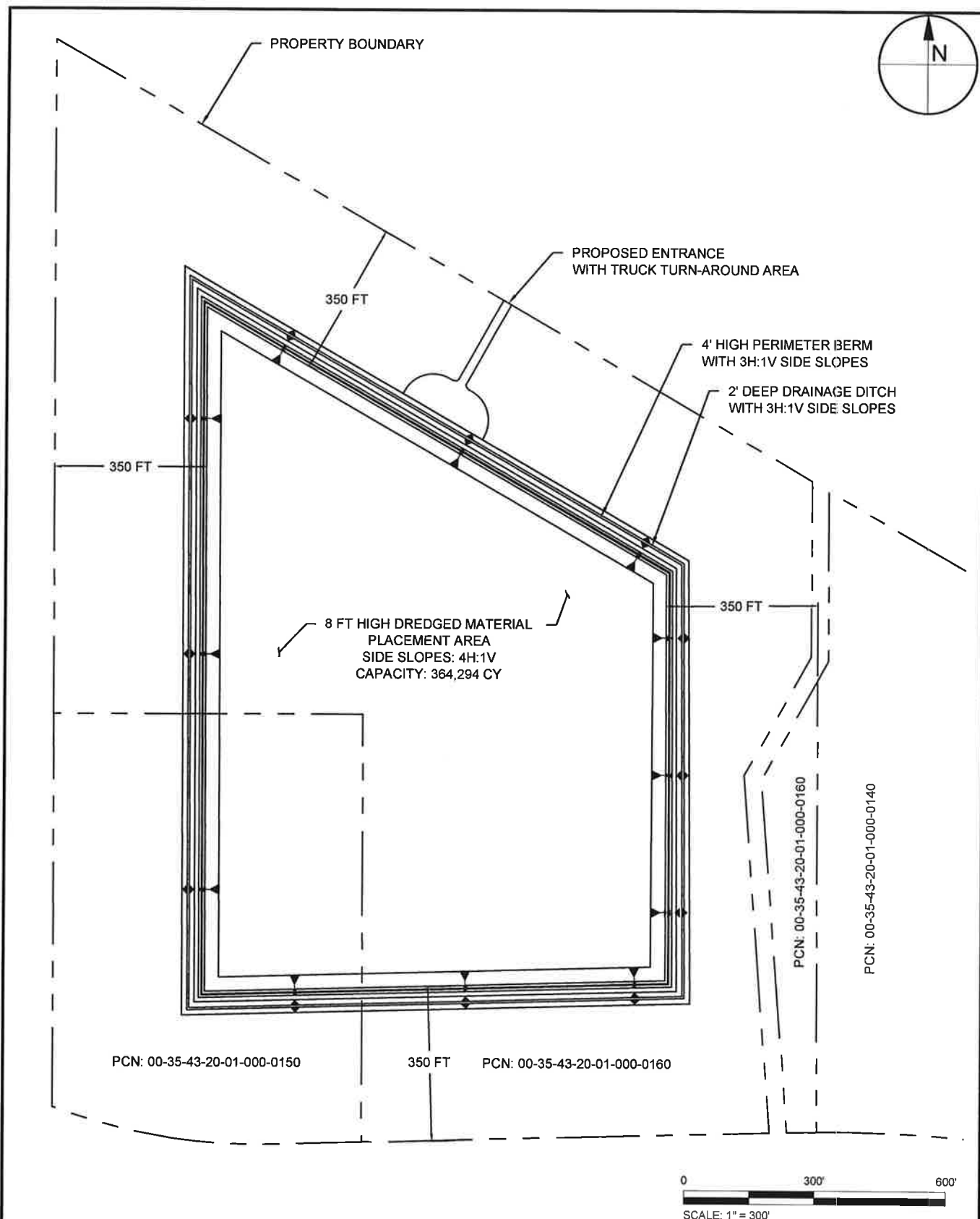


TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PALM BEACH COUNTY PARCEL ID'S
FIND LT-13
PALM BEACH COUNTY, FLORIDA

PROJECT	C2010-038
DRAWN BY	AF
SHEET	1 of 2
DATE	OCT 2010

ROBERT GOMEZ X:\PROJECTS\C2010\038 LT-13\FIGURES\C2010\038-F-PROPERTY.DWG 10/20/10 10:35:55 AM



TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
CONCEPTUAL DMMA LAYOUT
FIND LT-13
PALM BEACH COUNTY, FLORIDA

PROJECT	C2010-038
DRAWN BY	AF
SHEET	2 of 2
DATE	OCT 2010

ROBERT DREHND X:\515\PROJECTS\C2010-038\LT-13\FIGURES\C2010-038-FIG-PLAN.DWG 10/4/2010 10:33:57 AM

ATTORNEY-CLIENT FEE CONTRACT

This contract (the "Agreement") is the written fee contract between Caldwell Pacetti Edwards Schoech & Viator LLP ("Counsel") and Florida Inland Navigation District ("Client").

1. **CONDITIONS.** This Agreement will not take effect, and we will have no obligation to provide legal services, until a signed copy of this Agreement is returned to the offices of Caldwell Pacetti Edwards Schoech & Viator LLP.

2. **SCOPE OF SERVICES.** The Client is hiring the law firm of Caldwell Pacetti Edwards Schoech & Viator LLP to represent Client concerning the purchase and/or eminent domain litigation concerning Site DMMA LT-13 near Clewiston, Florida.

3. **CLIENT'S DUTIES.** The Client agrees and acknowledges that it has a duty to cooperate with undersigned counsel, to keep Counsel informed of developments, to keep in contact with undersigned counsel, to abide by this Agreement, to pay all invoices on time and to keep Counsel advised of the Client's current address and telephone number. The Client acknowledges this understanding by signing below.

4. **PROFESSIONAL FEES.** The Client understands and agrees that charges for professional services rendered will be by the hour at the rate of \$200.00 per hour for time spent on your matter. The Client will be charged for the time spent on telephone calls relating to this matter, including telephone conferences with the Client and third parties. In the event the Client has any questions regarding the activity or the charges as reflected on the invoices, please contact us immediately upon receipt of the invoice.

5. **FEE RETAINER.** None

6. **COSTS AND OTHER CHARGES.** Counsel may incur various costs and expenses on Client's behalf in performing legal services under this Agreement. The Client agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include courier and other delivery fees, postage, photocopy and other reproduction costs and other similar items.

7. **EXPERT WITNESSES.** In the course of the litigation, Counsel may require the services of expert witnesses in such areas as land planning, engineering, real estate appraisal and the like. Counsel will hire no experts except upon consent of Client. Client will hire no experts who are not willing to accept the cost awarded fees except with the prior consent of Client.

8. **BILLING STATEMENTS.** Periodic statements will be sent for fees and costs incurred. Each statement will be due within 30 days of its date.

9. **DISCHARGE AND WITHDRAWAL.** The Client may discharge Counsel at any time. Counsel may withdraw with the Client's consent or for other good cause. Good cause includes a breach of this Agreement, the Client's refusal to cooperate with the law firm or to

follow advice on a materials matter or any fact or circumstance that would render the law firm's continuing representation unlawful or unethical. At the conclusion of all services, all unpaid charges will immediately become due and payable. After the services conclude, the law firm will, upon your request, deliver a file to you, along with any funds or property of yours in the law firm's possession.

10. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in statements to the Client will be construed as a promise or guarantee about the outcome of this matter or any possible litigation. Neither Caldwell Pacetti Edwards Schoech & Viator LLP, nor William P. Doney, makes any such promises or guarantees.

11. **EFFECTIVE DATE.** This Agreement will take effect once the Client has performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date the law firm first performed services. The dates at the end of this Agreement are for reference only. Even if this Agreement does not take effect, the Client will be obligated to pay the reasonable value of any services the law firm may have performed for the Client.

12. **STANDARD ADDENDUM.** Attached as Exhibit "A" is the Office of the Attorney General Attachment A for Private Attorney Services.

I have read and understand the foregoing terms and agree to them as of the date Caldwell Pacetti Edwards Schoech & Viator LLP first provided services.

Dated this ____ day of _____, 2012.

CALDWELL PACETTI EDWARDS
SCHOECH & VIATOR LLP

Date: June 8, 2012

By: 

FLORIDA INLAND NAVIGATION
DISTRICT

Date: _____

By: _____

Approved as to Legal Form:

By: _____
General Counsel

**OFFICE OF THE ATTORNEY GENERAL ATTACHMENT A FOR PRIVATE
ATTORNEY SERVICES**

A. SCOPE OF SERVICES

The CONTRACTOR shall:

1. Act as counsel for the AGENCY in the matter of a condemnation proceeding brought by Florida gas Transmission Company.
2. Review and analyze AGENCY legal files, data, documents and other materials concerning the above matter and advise on recommended legal course. Attend and participate in meetings, conference calls, inspections or the like and report on the status of the legal matters.
3. Prepare and file pleadings, motions, or briefs, initiate and conduct discovery, as required and represent the AGENCY in any related litigation and otherwise represent the AGENCY at trial or on appeal.

B. COMPENSATION-FEES

1. The AGENCY shall be billed in accordance with Exhibit 1. Fees shall not exceed \$100,000.00 and fees in excess of such amount shall not be compensable. The CONTRACTOR shall notify the AGENCY, in writing, when fees for billable services reach \$25,000.00. Said notification shall be made as soon as is practicable and prior to the next monthly invoice. Failure to comply
2. Billable hours shall be measured in 10 minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.
3. Premium rates will not be paid for overtime work.
4. Attorney time while traveling will be compensated at one hundred percent (100%) percent of the hourly rates reflected in Exhibit 1.

C. COMPENSATION-COSTS

1. Reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior oral authorization by the AGENCY and shall be reimbursed based upon documented third party vendor charges. The AGENCY shall not pay for firm surcharges added to third party vendor charges.
2. Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.
3. Non-routine office overhead expenses such as long distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and computer-assisted legal research services must be justified to the AGENCY and shall be reimbursed based on documented third party vendor charges. If these

charges exceed \$1,500.00, prior written approval from the AGENCY must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.

4. The CONTRACTOR shall only bill the AGENCY for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is applicable to other clients.

5. Reimbursable costs (exclusive of expert fees) shall not exceed \$5,000.00. The CONTRACTOR shall notify the AGENCY in writing when costs reach \$4,000.00. Said notification shall be made as soon as is practicable and prior to the next monthly invoice.

D. FORMAT FOR INVOICES

1. Within 30 days of service provision, each statement for fees and costs shall be submitted in a single copy, in a format that includes, at a minimum, the following information:

- a. Case name and number, if applicable, or other legal matter reference
- b. Invoice number for the particular bill
- c. CONTRACTOR taxpayer identification number
- d. CONTRACTOR and AGENCY contract administrator's names
- e. Inclusive dates of the month covered by the invoice
- f. Itemization of the date; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the AGENCY to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified in Exhibit 1, and any billing rate that is for some reason different from the one furnished in Exhibit 1, e.g., travel at a reduced hourly rate.
- g. A listing of all invoiced costs to be accompanied by copies of actual receipts.
- h. The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- i. A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the AGREEMENT between Caldwell, Pacetti, Edwards, Schoech & Viator LLP and Florida Inland Navigation District."
- j. Any other information as may be requested by the AGENCY's contract administrator.

E. ADMINISTRATION OF AGREEMENT

1. The AGENCY contract administrator is its Executive Director.

2. The CONTRACTOR contract administrator is William P. Doney. However, if multiple law firms are parties to the Contract, then the contract must address the internal system of governance amongst the firms and each law firm must identify one member of its firm who is authorized to legally bind the firm.
3. All oral approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.
4. This contract shall be governed by and construed under the laws of Florida.

F. OTHER AVAILABLE SERVICES

Upon receiving approval from the AGENCY, the CONTRACTOR shall use existing AGENCY agreements, when available and cost effective, to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

G. PUBLIC RECORDS

All documents prepared pursuant to the AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.

H. SPECIAL CONDITIONS

1. The CONTRACTOR will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
2. Multiple staffing at meetings, hearings, depositions, trials, etc., by the CONTRACTOR will not be compensated without prior written approval from the AGENCY.
3. CONTRACTOR agrees that all documents shall be promptly returned at the termination of the CONTRACTOR's involvement in the case or matter at hand.
4. The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.
5. The CONTRACTOR shall provide the AGENCY immediate notice of any representation undertaken by the CONTRACTOR in matters where the client is suing or being sued by the state or state entities in any civil or adversarial administrative action.
6. A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration.

Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.

7. Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

8. The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.

EXHIBIT 1 - Fee Schedule

I. HOURLY BILLING SCHEDULE:

A. CONTRACTOR's attorney and paralegal staff to be used under this contract include the following individuals at the hourly rates indicated:

NAME	Hourly Rate
------	-------------

1. William P. Doney	\$200.00
---------------------	----------

2.	
----	--

3.	
----	--

4.	
----	--

The above rates may be adjusted if both parties agree, and shall be documented in writing by amendment to this AGREEMENT.