



**JOHNSON  
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COUNSELORS AT LAW

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File No.

May 31, 2024

**PERSONAL AND CONFIDENTIAL/  
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE  
OR ANY OTHER APPLICABLE PRIVILEGE**

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Re: Agreement for Legal Services – Florida Land Use & Environmental Dispute Resolution Act (“FLUEDRA”); Section 70.51, Florida Statutes (2022); City of Venice, Florida

Dear Attorneys Fernandez and Boone:

This agreement confirms the engagement of Johnson Pope Bokor Ruppel & Burns, LLP (“Johnson Pope”) and Mark S. Bentley, Esq. to serve as the magistrate for the dispute between your clients pursuant to Section 70.51, Florida Statutes.

Scope of Representation

Our firm will provide services to you in connection with only this FLUEDRA matter unless we enter into a subsequent written agreement to undertake such additional responsibilities. In the event that the FLUEDRA proceedings are unsuccessful, I will not testify in any subsequent administrative or legal proceeding.

Fees and Rates

We will charge you a fee for our services based upon the prevailing hourly rate for each attorney and paralegal, and the billable hours expended by them. We have made no commitment to you as to the total number of hours that will have to be expended on this matter nor the total dollar value that will be billed. Billable hours include, but are not limited to, preparation and review of pleadings and documents,



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telephone communications, drafting correspondence, legal research, conferences, traveling to and attending hearings and meetings, drafting of letters and emails, and or other actions concerning this matter. We will bill in time increments of .1 hours with no billing event being less than .2 hours. Mark Bentley's hourly rate for this matter is \$375 an hour and paralegal rates are \$165 an hour.

Billing

Each month when our office performs legal services or incurs costs or expenses in this matter, you will receive an itemized invoice describing the legal services rendered, the fees charged for those services, and costs and expenses incurred. Our invoices are generally prepared and sent at or around the middle of the month following the month in which the services are rendered or costs incurred. Unless otherwise agreed to in writing, invoices shall be paid in full within 30 days. City of Venice is responsible for half of each invoice and Border Road Investments, LLC and Vistera Associates, LLC (collectively, the owner) is responsible for the other half. Unpaid invoices, after 30 days of non-payment, shall accrue interest at the rate 18% per annum.

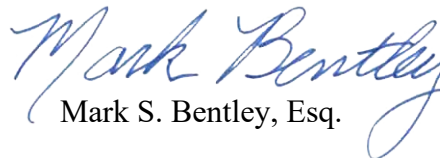
Termination

Our involvement in this matter is terminable at will by either you or us.

Testimony

The parties agree Mr. Bentley will not be requested to testify at any hearings. However, upon mutual agreement of the parties, Mr. Bentley could be available to explain his recommendation to the City Council.

Sincerely,

  
Mark S. Bentley, Esq.

Accepted and Agreed To:

CITY OF VENICE

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_



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Accepted and Agreed To:

BORDER ROAD INVESTMENTS, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Accepted and Agreed To:

VISTERA ASSOCIATES, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

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MB/kb