

**CONTRACT BETWEEN CHARLOTTE COUNTY
AND DIANE K. KIESLING, ATTORNEY AT LAW
FOR HEARING OFFICER SERVICES**

1. Parties. This Contract is entered into this _____ day of _____, 2011, by and between Charlotte County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter, "County"), and Diane K. Kiesling, Attorney at Law, 874 Lake Road, Monticello, Florida 32344 (hereinafter, "Hearing Officer").

2. Services to be Provided. Hearing Officer agrees to act as the hearing officer pursuant to Ordinance No. 93-44, and Chapter 3-8 Article II, Charlotte County Code, for the evidentiary hearing for Utilities, Inc. of Sandalhaven's rate application. The services will include, but not be limited to, prehearing preparation, hearing the case, and preparation of the Recommended Order. The Hearing Officer will also hear issues, if any, remanded back to her for additional evidence.

3. Hearing Officer's Fees.

A. The Hearing Officer will be paid \$250 per hour for the services described in paragraph 2. The Hearing Officer will not charge for travel time.

B. Travel expenses and per diem for Hearing Officer shall be invoiced according to Section 112.061, Florida Statutes, for "authorized persons."

C. All other out-of-pocket expenses shall be invoiced at cost.

D. In no event shall fees and costs under this Contract exceed \$20,000 without prior approval of the Board of County Commissioners.

4. Duration of Contract. This Contract shall continue until a Final Order is adopted by the Board, or until terminated in accordance with this Contract.

5. Independent Contractor Relationship. Hearing Officer is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County.

6. Workers Compensation. Hearing Officer shall comply with all applicable Florida laws regarding Workers Compensation, Chapter 440, Florida Statutes.

7. Billings. Billings shall be completely detailed and specify the date, time expended, and a concise description of the service rendered. Out-of-pocket expenses will be billed in addition to hourly rates. These may include but are not limited to long distance telephone calls, photocopying, express mail, service of process and subpoena fees, court reporter appearance and transcription fees, and exhibits. Billings shall be submitted monthly and shall be approved and signed by the Charlotte County officer named below before payment by the County:

Janette S. Knowlton, Esq.
Charlotte County Attorney
18500 Murdock Circle
Port Charlotte, FL 33948-1094

8. Date of Commencement. Hearing Officer's services were approved and authorized by the Charlotte County Board of County Commissioners on November ____, 2011. Payment of fees and costs incurred since that date and prior to execution of this Contract is hereby authorized, provided Hearing Officer's billings for those amounts are submitted in accordance with the provisions of this Contract.

9. Payment. The County shall use its best efforts to pay Hearing Officer within thirty (30) days of receipt of Hearing Officer's billing.

10. Termination. This Contract may be terminated by the County or Hearing Officer upon 30 days' written notice. Upon such termination, Hearing Officer will be entitled to compensation for services rendered and costs incurred through the effective date of termination.

11. Full Execution. This Contract shall first be executed by Hearing Officer and shall be deemed fully executed upon signing by the Chairman of the Board of County Commissioners.

12. Law. This Contract shall be governed and construed in accordance with Florida law.

DIANE K. KIESLING, ATTORNEY AT LAW

Date: _____

874 Lake Road
Monticello, Florida 32344
(850) 997-5296

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By _____
_____, Chairman

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
Deputy Clerk

By _____
Janette S. Knowlton, County Attorney