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November 18, 2019

CareerSource Pinellas
c/o Karla Leavelle, Board Chair
13805 58th Street North, Suite 2-140
Clearwater, Florida 33760

Re: Engagement as Outside General Counsel for CareerSource Pinellas

Dear Ms. Leavelle,

We are pleased that you have asked GrayRobinson, P.A. (or "Firm") to represent you. I appreciate the confidence you have placed in our Firm, and I look forward to working with you.

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. Consequently, our representation is limited to the matter as described below. This engagement letter will also govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

I. SCOPE OF SERVICES.

Our firm will serve as General Counsel to the Local Workforce Development Board and CareerSource Pinellas (or "CSP") as outlined and described in the CSP Request for Proposals issued on September 19, 2019 (the "RFP") and in the Firm's responsive Proposal to Provide Legal Services dated October 18, 2019. The Firm will be available to perform all services in the RFP as requested by CSP's Chief Executive Officer and/or the Board of Directors.

II. TERM OF ENGAGEMENT.

The engagement commences on December 1, 2019, and will continue at the pleasure of CSP; however, this engagement shall terminate twenty-four (24) months from the date that CSP signs this engagement letter unless the engagement is renewed by CSP's Board of Directors. The engagement may be terminated by CSP at any time and without any liability to CSP, except that the Firm will be compensated for services rendered and expenses incurred through the date of termination as set forth below. The Firm understands that CSP will review its performance not less than every calendar year.

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III. COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT FOR COSTS.

A. **Hourly Rate.** The Firm shall be compensated at the hourly rate of \$345 for Senior Partners (25 years or more of legal experience), \$295 for Partners, \$225 for Of Counsel attorneys, \$195 for Associates, and \$95 for Paralegals for the term of the engagement.

Any type of billing or time keeping which allows compensation for time not actually spent by lawyers and paralegals in the Firm is not permitted under this engagement letter. Therefore, it shall be a material breach of these terms of engagement for the Firm to submit for payment any statement for services rendered which either (i) overstates the amount of time actually spent by a lawyer or paralegal of the Firm pursuant to this engagement letter, or (ii) includes time spent by any person not affiliated with the Firm.

Billing and matter management information is subject to the requirements of and restrictions set forth in the RFP.

B. **Other Expenses.** Unless CSP and the Firm agree otherwise, CSP will reimburse the Firm for direct expenses actually incurred by the Firm for or on behalf of CSP for the following:

- Pre-approved transportation, lodging, and meals when traveling out of the metropolitan-Clearwater area (all reimbursement for travel, lodging and meals shall be subject to the same restrictions on type and amount as are imposed by law on CSP staff)
- Courier delivery
- Court reporter fees and transcript expenses
- Court filing fees and process server charges
- Electronic discovery services provided by outside vendors
- Other non-extraordinary, out-of-pocket expenses incurred by the Firm only because of its representation of CSP

Reimbursement for the above expenses will be made only in the exact amounts incurred by the Firm, without any mark-up or multiplier. There will be no reimbursement for any types of expenses not identified above without the written authorization of CSP's Chief Executive Officer or the Board of Directors. Approval by the CSP's Chief Executive Officer or the Board of Directors must be obtained before incurring extraordinary expenses, such as the retention of experts, investigators, or travel out of state.

C. **Monthly Statement of Account.** The Firm will submit a statement of its fees for services rendered and costs incurred to the Chief Executive Officer or her designee. The portion of the statement setting forth the fees for services rendered shall specify for each entry a description of the service performed, the date such was performed, the person performing the service, and the

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amount of time expended therefor. The section of the statement setting forth the costs to be reimbursed shall contain an itemization of all such costs, the date each cost was incurred, and the amount of such cost. Upon request, the Firm shall submit appropriate receipts and other evidence of the incurring of the expense.

Each statement of costs and fees shall be deemed to warrant that the statement sets forth only the actual time spent and only the actual costs incurred. CSP shall be entitled to rely on this warranty.

IV. TERMINATION.

Service under this engagement letter is at the pleasure of CSP's Board of Directors. If the Firm's services are terminated, the Firm will be paid for all services rendered and costs incurred to the date of notice of termination, unless the notice of termination specifies a later termination date or requires the completion of work in progress, in which case the Firm will be compensated and reimbursed for such services and costs incurred as are stated in such notice of termination.

V. REPRESENTATIONS AND WARRANTIES.

By execution of this engagement letter, the Firm represents and warrants the following:

- A. The Firm has substantial experience in those areas of law set forth under the Scope of Services.
- B. The Firm will not represent any client if such representation violates or will violate the rules governing conflicts of interest in the Rules Regulating The Florida Bar.
- C. The Firm will advise the Board of Directors or the Chief Executive Officer immediately if representation of a client could adversely affect the judgment or quality of service to be rendered by the Firm in its representation of CSP and/or result in a material or direct conflict of interest.
- D. The lawyers and employees of the Firm have sufficient time for the Firm to fulfill their duties as General Counsel to CSP and are not burdened by professional responsibilities or workload or by personal or other constraints that would interfere in any material respect with the Firm's obligations under this engagement letter.

VI. MISCELLANEOUS.

- A. *Assignment.* The services to be rendered under this engagement letter are personal to the Firm and may not be assigned, either directly or indirectly, to any person or entity who is not a member or employee of the Firm.

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B. Amendments. This engagement letter may be amended only by written instrument signed by both the Firm and CSP's Board Chairperson.

C. Independent Contractor Status. In the performance of legal services hereunder, the Firm is an independent contractor. The assigned attorneys and paralegals shall not hold themselves out as employees, agents or servants of CSP. The Firm and assigned attorneys and paralegals do not have the power or authority to bind CSP in any promise, agreement, or representation other than as specifically provided in this engagement letter.

D. CSP Funded by Federal Grants. The Firm acknowledges that CSP is funded entirely or substantially by federal grants. Accordingly, all sums due and payable by CSP to the Firm are subject to ongoing Congressional appropriation and actual funding from the U.S. Department of Labor, the U.S. Department of Health and Human Services, the U.S. Department of Agriculture and the Florida Department of Economic Opportunity. In addition, legal fees paid from federal grant funds are subject to guidelines and limitations in applicable federal laws and regulations including OMB Circular A-87 (2 C.F.R. Part 225) and OMB Circular A-122 (2 C.F.R. Part 230). It is the responsibility of the Firm, and not CSP, its Chief Executive Officer or its Board of Directors, to ensure that any and all legal services are allowable and otherwise appropriate under all such laws, regulations and circulars.

Sincerely,

CAREERSOURCE PINELLAS

By: Local Workforce Development Board of Directors



By: Karla Leavelle, Board Chair

Date: 11.26.19

The terms and conditions hereof are accepted, and the representations, covenants, and warranties herein are confirmed.

GRAYROBINSON, P.A.

By: 
Stephanie M. Marchman

Date: 12/4/2019