

## LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of February, 2017 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as “County”), and Vose Law Firm, LLP, whose address is 324 W. Morse Blvd., Winter Park, FL 32789 (hereinafter referred to as “Special Counsel,” collectively the Parties hereto). The Parties agree as follows:

1. The County hereby retains Special Counsel to provide legal services in connection with the County’s County Attorney Oversight Committee. Such legal services may include, but not be limited to, representation of the County Attorney Oversight Committee created pursuant to Section 4.02 of the Pinellas County Charter and other related, issues as directed by the County Attorney.

2. As compensation for the Special Counsel providing legal services to the County as described herein, the County shall pay Special Counsel as follows:

(a) Special Counsel’s fees as listed in Exhibit “A,” which is attached hereto and incorporated by reference herein. The maximum allowable amount of fees and costs charged under this Agreement shall not exceed \$10,000, without the express written consent of the County.

(b) Reasonable out-of-pocket expenses and costs incurred during the course of providing the legal services as set forth in Exhibit A. The County will only reimburse Special Counsel expert witness or consultant fees that have been previously approved in writing by the County Attorney’s Office. *Court filing fees and costs, witness fees, and previously approved travel shall be itemized and invoiced separately.*

(c) County shall not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of Special Counsel.

(d) All requests for payment of expenses eligible for reimbursement under this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Pinellas County Finance Department. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the legal services. Any out-of-county travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement shall be approved by the County Attorney’s Office in advance, and shall be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes, and all applicable policies and procedures established by the County.

3. The term of this Agreement shall commence on the Effective Date and remain in full force and effect for a period of one year, unless otherwise terminated or extended as provided herein. The term of this Agreement may be extended by mutual written agreement of the County and Special Counsel.

4. This Agreement may be terminated by the County or Special Counsel upon thirty (30) days written notice to the non-terminating party. Upon termination by either party, Special Counsel shall transfer all work in progress, completed work, and other materials related to the Legal Services to the County.

5. (a) Special Counsel understands that the legal file created in this representation of the County is a public record, except to the extent it is temporarily exempt from disclosure under Chapter 119, Florida Statutes, and that Section 286.011, Florida Statutes, may apply to this provision of legal services pursuant to this Agreement. Special Counsel shall observe and comply with the requirements of these laws and all related County policies and procedures in performing the legal services hereunder. Special Counsel agrees to maintain for public record access its file and to maintain for public access the file after the legal proceedings have become final in accordance with the destruct laws of the State of Florida. Alternatively, Special Counsel may elect to deliver the entire original file to the County upon completion of the legal proceedings.

(b) All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the County or at its expense shall be kept confidential by Special Counsel and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction.

6. Special Counsel represents that it has, or will secure at its own expense, all necessary personnel required to perform the legal services as required herein and that such persons shall be qualified to perform the specialized legal services required under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the County unless approved by the County Attorney's Office. All personnel engaged in performing the legal services shall be fully qualified for the specialized legal services required under this Agreement and, if required, authorized or permitted under federal, state, and local law to perform such services.

7. Special Counsel represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the legal services, as provided in the rules regulating The Florida Bar, in the standards set forth in Part III of Chapter 112, Florida Statutes, or the County Attorney's Office policy relating to Legal Representation of Multiple Clients. Special Counsel further represents that no person having a conflicting interest shall be employed by Special Counsel to perform the Legal Services.

8. Special Counsel and all its employees, agents, and servants are, and shall be, in the performance of the legal services under this Agreement, independent contractors and not an employee of the County. All persons engaged in the Legal Services performed by Special Counsel pursuant to this Agreement shall at all times, and in all places, be subject to Special Counsel's supervision and control. Special Counsel shall exercise direct control over the means and manner in which it and its employees, agents, and servants perform the Legal Services. Special Counsel does not have the power or authority to, and agrees that it will not attempt to, bind the County in any promise, agreement, or representation other than as specifically provided for in this Agreement. Special Counsel agrees to indemnify, defend and hold County harmless from any errors or omissions, or malpractice of the employees, agents, and servants of Special Counsel, regardless of whether Special Counsel is insured for errors or omissions, or malpractice. Attached as "Exhibit B" to this document are those insurance requirements.

9. Special Counsel warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, or disability.

10. Special Counsel hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business

activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards and qualified to perform the specialized Legal Services required under this Agreement.

11. All notices required in this Agreement shall be sent by fax or mail to:

County Attorney's Office  
Attn.: James Bennett, County Attorney  
315 Court Street  
Clearwater, FL 33756  
(Representative of the County)

If sent to Special Counsel, the notice shall be mailed to:  
Vose Law Firm LLP  
Attn.: Wade C. Vose  
324 W. Morse Blvd.  
Winter Park, FL 32789

12. The foregoing terms and conditions constitute the entire Agreement between the Parties hereto and any representation not contained herein shall be null and void and of no force or effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the day and year reflected in the first above written.

**PINELLAS COUNTY, FLORIDA**  
**by and through its County Administrator**

**VOSE LAW FIRM LLP**

By: \_\_\_\_\_  
Mark S. Woodard, County Administrator

By: \_\_\_\_\_  
Wade C. Vose, Managing Partner

**ATTEST:**  
KEN BURKE, Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Office of the County Attorney

**EXHIBIT A  
PROFESSIONAL FEES AND EXPENSES  
FOR SPECIAL COUNSEL SERVICES**

<b>Title</b>	<b>Rate</b>
All Billing Attorneys	\$150
All Billing Paralegals	\$70
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Per Page	\$
Hourly	\$
Flat Rate	\$
Other (please specify)	\$

**Cost & Expenses**

Computer Research	No charge
Court Reporters	Direct invoice from vendor to client
Delivery Charges	Actual cost
Facsimile	No charge
Messenger Service	No charge
Other Expenses	Actual cost invoices to the firm. In selected cases, these items may be directly invoiced from vendor to client.
Overnight Express	Actual cost
Photocopying	Inside copies: \$.10/copy; color \$.25/copy Outside copies: Actual cost
Postage	Actual cost

Process Server	Direct invoice from vendor to client
Secretarial/Paralegal Overtime	No charge
Telephone Charges	Local: No charge Long distance: Actual Charge
Travel – Local	No charge for travel to the County from the Firm’s office
Travel – Out-of-State	Actual Common Carrier chargers for coach Meals/Accommodations: GSA allowances for a vendor to a County
Word Processing	No charge

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

- A. Workers' Compensation – The contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
- B. Commercial General Liability – The contractor shall provide coverage for all operations, including, but not limited to, contractual, products and completed operations and personal injury. The limits shall not be less than \$500,000 per occurrence, combined single limits (CSL), or its equivalent. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. Business Automobile Liability – The contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence, combined single limits (CSL) or its equivalent. In the event the contractor does not own automobiles the proposer shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D. Professional Liability (Errors & Omissions) – The contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.