

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between Sumter County, 910 N. Main Street, Suite 201, Bushnell, Florida 33513, (the "**County**") and de la Parte and Gilbert, Professional Association, P.O. Box 2350, Tampa, Florida 33601-2350, ("**Law Firm**").

WHEREAS, from time to time the need arises for the **County** to retain the services of outside counsel with special legal expertise in eminent domain matters; and

WHEREAS, it is in the best interest of the **County** to retain particularly qualified attorneys who can provide such services; and

WHEREAS, the **County** has determined the services of eminent domain counsel are necessary in this complex area of law; and

WHEREAS, the **Law Firm** has special expertise in the acquisition of property through eminent domain proceedings, and has served as special counsel to the **County** in numerous eminent domain matters since 1993; and

WHEREAS, the **County** desires to continue retaining the **Law Firm** from time-to-time to provide these services, on an as-needed basis.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the **County** and the **Law Firm** mutually agree as follows:

1. **STATEMENT AND SCOPE OF EMPLOYMENT.** The **County** hereby retains and employs the **Law Firm** to act as its legal counsel representing the **County** in eminent domain proceedings, to be filed in the Circuit Court of Sumter County concerning various road right-of-way and other land acquisition projects. The **Law Firm** agrees to represent the **County** in all eminent domain matters including, but not limited to pre-suit negotiations, selecting and/or retaining experts and consultants, preparation of pleadings, orders of taking, valuation jury trial, expert fee and cost hearings, attorney's fee and cost hearings, and other post-trial hearings or appellate proceedings relating thereto. The **Law Firm** accepts such employment and agrees to perform in a professional manner all legal services necessary and proper for the protection of the **County's** interests and to the extent reasonably required by the **County**. This Agreement ratifies and confirms the **County's** pre-existing and continuing engagement of the **Law Firm** with respect to all pending matters identified in the list attached hereto as "**Exhibit A.**" With respect to any matters assigned to the **Law Firm** by the **County**, the term of this Agreement shall commence on the date first above written and shall end upon thirty (30) days written notice by either party to the other party.

2. **POWER OF ATTORNEY.** Except as otherwise stated herein, the **County**

hereby gives to the **Law Firm** a client's power of attorney to execute those documents connected with the necessary and reasonable prosecution of the proceedings for which the **Law Firm** is employed, including pleadings, motions, stipulations (other than settlement agreements or changes in construction or design), notices and, with prior written permission from the **County**, all other documents that the **County** might properly execute. The **Law Firm** is not authorized to enter into settlement agreements or to agree to changes in the **County's** construction or design without the express written approval of the **County**.

3. **TERMS OF COMPENSATION AND PAYMENT.** Within 30 days of receiving the **Law Firm's** monthly invoices for fees and costs, the **County** shall pay the **Law Firm** for professional legal services performed pursuant to this Agreement according to the following schedule:

| | |
|--------------|-------------------|
| Shareholders | \$190.00 per hour |
| Associates | \$150.00 per hour |
| Law Clerks | \$100.00 per hour |
| Paralegals | \$ 90.00 per hour |

In addition to the compensation set forth above, the **County** shall reimburse the **Law Firm** for all costs which the **Law Firm** may pay or incur on behalf of the **County**, including but not limited to postage, copies, facsimiles, telephone expenses, document transmittal expenses (i.e. Federal Express, etc.), and Westlaw charges, incurred pursuant to this Agreement, provided that such costs are supported by appropriate documentation submitted with the invoice or statement for legal services to the **County**. The **Law Firm** shall submit, on a monthly basis, statements for legal services rendered. Invoices submitted for payment under the terms of this Agreement shall provide a detailed accounting sufficient for a post-audit and pre-audit thereof, including, but not limited to, date and hours spent for such services.

4. **OFFICE EXPENSES NOT TO BE REIMBURSED.** Office expenses, including, but not being limited to costs due to overhead, office space, insurance, word processing equipment, stationery, bookkeeping, non-overtime work performed by secretarial and other personnel employed by the **Law Firm**, and office supplies shall not be reimbursed to the **Law Firm** by the **County**.

5. **TRAVEL COSTS.** The **Law Firm** will be reimbursed for travel costs away from the office when such travel is deemed necessary for the performance of the services described herein pursuant to Section 112.061, Florida Statutes, as it may be amended from time-to-time, which is incorporated by reference herein.

6. **EMPLOYMENT OF EXPERTS AND/OR CONSULTANTS.** The **Law Firm** expects it will need experts and/or consultants to perform its professional duties related to this Agreement. In such event, **Law Firm** shall make a request to retain said experts and/or consultants by letter to the **County**, specifying the nature and expertise of

the services requested and the reasons for the necessity thereof. The County shall retain the experts and/or consultants. Any agreement to employ said experts and/or consultants shall be made on behalf of the **County** by the County Administrator, unless authorized otherwise by **County**.

7. **INSURANCE.** The **Law Firm** agrees to carry Lawyer's Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8. **TITLE VII COMPLIANCE.** During the performance of this Agreement, the **Law Firm** herein assures the **County** that **Law Firm** is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1992 in that **Law Firm** does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any form or manner against said **Law Firm's** employees or applicants for employment. **Law Firm** understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance. Furthermore, the **Law Firm** herein assures the **County** that said **Law Firm** will comply with Title VII of the Civil Rights Act of 1964, as amended, when Federal grant(s) are involved. Other applicable federal and state laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This statement of assurance shall be interpreted to include Vietnam era veterans and handicapped persons within the protective range of applicability.

10. **DISCLAIMER OF WARRANTY.** The **Law Firm** makes no warranties or representations concerning the successful conclusion or the favorable outcome of the proceedings provided for hereunder; however, the **Law Firm** agrees that all legal services performed shall comply with generally accepted standards of legal representation.

11. **CONFLICTS OF INTEREST.** The **Law Firm** discloses and the **County** understands that **Law Firm** may represent landowners in Sumter County and in other counties in eminent domain actions brought by various other condemning authorities, to the extent that the County is not a party in such eminent domain actions. The **County** has determined that such representation will not deleteriously affect the interest of the **County** in regard to the subject matter of this Agreement and, therefore, agrees to waive any potential conflict of interest. If such representation involves property located in Sumter County, the Law Firm agrees to provide written notice to the County of any such representation within ten days (10) of the Law Firm being retained in such matter. The **Law Firm** agrees not to accept any future legal representation of property owners against the **County** during the pendency of this Agreement.

12. **LAW TO GOVERN AGREEMENT.** This agreement is executed in duplicate originals and the laws of the State of Florida shall govern the construction and interpretation thereof.

13. **PUBLIC ACCESS TO RECORDS.** If so instructed by the **County**, the **Law Firm** shall allow public access to all documents, papers, letters, or other material

subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **Law Firm** in conjunction with this Agreement.

14. CLOSING OF CASES. Upon completion of the services enumerated herein, the **Law Firm** shall notify the **County** and shall clearly indicate the final nature of the invoice to the **County** so that each party may close their books.

IN WITNESS WHEREOF, the **County** and the **Law Firm** have executed this Agreement on the date and year first above mentioned.

ATTEST: GLORIA R. HAYWARD
Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: Deputy Clerk

By: Bradley Arnold, Chairman

de la Parte & Gilbert, P.A.

By: Vivian Arenas- Battles