


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: March 3, 2015

RE: Approval of Increase in Contract Amount
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Acquisition of Wekiva Parkway Parcels 197, 230, 257 and 267
Project No. 429-203; Contract No. 000929

Board approval is requested to increase the amount of the referenced contract with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. ("LDDKR") by \$150,000.00 and to extend the term to December 31, 2015. The new contract amount will be \$450,000.00.

Under this contract, LDDKR is providing legal services to the Authority regarding the condemnation acquisition of the referenced parcels owned by Project Orlando, LLC. These four parcels have been acquired through orders of taking; however, Project Orlando has filed an appeal on Parcel 267. Additionally, business damage claims have been filed which LDDKR is defending. Legal estimates that the case will take at least until the end of this year to complete and fees will approach \$150,000 even at the reduced government rate LDDKR is charging the Authority.

General Counsel and the Director of Engineering have been very satisfied with the legal services provided by the firm to date and recommend the contract increase and extension.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joe Passiatore, General Counsel
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

March 12, 2015

Mr. James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, 230, 257 and 267
Project 429-203 (Project Orlando, LLC)
Contract No. 000929; Project No. 429-203

Dear Mr. Spoonhour:

This letter will serve as confirmation of an increase in the fees to be paid to your firm under the referenced contract in the amount of \$150,000.00 making the new not-to-exceed Contract amount \$450,000.00. The term is also extended to December 31, 2015. All other terms and conditions of the contract and any additions or amendments thereto remain in effect.

This increase was approved by our Board at its meeting on March 12, 2015. If you have any questions with regard to this matter you can contact me at 407-690-5371.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

cc: Joe Passiatore, General Counsel
Contract File



K 000929

ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OOCEA.COM

October 16, 2012

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Avenue
Orlando, FL 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)

Dear Mr. Spoonhour:

This letter sets forth the terms of engagement of you and the law firm of Lowndes, Drosdick, Doster, Kantor & Reed, P.A. to serve as lead legal counsel to the Orlando-Orange County Expressway Authority ("OOCEA") regarding the negotiated acquisition of Parcel 197, Project 429-203 owned by Project Orlando, LLC.

The scope of those services to be provided by you, the basis upon which you will be compensated therefore, and the other terms of the engagement are as follows:

I. SCOPE OF SERVICES

You will serve as lead legal counsel to OOCEA to render legal services regarding the above referenced matter.

It is understood that the General Counsel and Assistant General Counsel are designated as the representatives of the OOCEA pursuant to this agreement. All communications pertaining to the work performed hereunder shall be addressed to Dyana Petro, Assistant General Counsel, or her designee, 4974 ORL Tower Road, Orlando, Florida 32807, telephone number (407) 690-5382.

II. COMPENSATION FOR SERVICES RENDERED

Your fees for services rendered in connection with the above referenced case shall be calculated on an hourly basis by multiplying the actual and reasonable time spent by attorneys and paralegals by the following hourly rates:

WALTER A. KETCHAM, JR.
Chairman

R. SCOTT BATTERSON, P.E.
Vice Chairman

TERESA JACOBS
Secretary/Treasurer
Ex Officio Board Member
Orange County

TANYA J. WILDER
Board Member

NORANNE B. DOWNS, P.E.
Ex Officio Board Member
Florida Department of
Transportation

MAX D. CRUMIT, P.E.
Interim Executive Director

Shareholder Attorney	\$275.00 per hour
Associate Attorney	\$200.00 per hour
Paralegal	\$ 90.00 per hour

Fees paid under this engagement shall not exceed \$45,000. If and when actual billings reach \$37,500, counsel shall notify OOCEA so potential contract addendums can be discussed and prepared at that time. Any other type of billing or time keeping which allows compensation for time not actually spent by you, such as any type of multiplier or unit billings, is not permitted. Therefore, it will be a material breach of these terms of engagement for you to submit for payment any statement for services rendered which either (i) overstates the amount of time actually spent by a member or employee of your firm pursuant to this engagement letter, or (ii) includes time spent by any person other than a shareholder, associate lawyer, or paralegal affiliated with your firm.

OOCEA will not provide a retainer. Furthermore, there shall be no increase in the rates or fee cap set forth above without prior written approval of the OOCEA General Counsel.

III. COST REIMBURSEMENT

Your firm will be reimbursed for necessary travel expenses, but only pursuant to Section 112.061, Florida Statutes.

Your firm will also be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the scope of services described in this letter: court reporters, deposition transcripts, exhibits.

Your firm will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed \$400, that the firm will first obtain permission from the OOCEA General Counsel to exceed such amount.

Your firm will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, your firm will notify the OOCEA General Counsel of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

Express written approval of the OOCEA General Counsel is required before incurring extraordinary expenses such as the retention of consultants or experts or out-of-state travel.

IV. PAYMENT

You will submit statements of your fees each month for services rendered and costs incurred. Statements should be delivered to the OOCEA Assistant General Counsel.

These statements should, to the greatest extent possible, provide detailed descriptions of the legal services rendered, including the individual tasks performed, the attorney who performed the services, the date performed and the time spent on each task.

The portion of the statement setting forth out-of-pocket costs to be reimbursed shall contain an itemization of all such costs and receipts, if applicable.

Statements will be paid within 30 days of receipt by the OOCEA General Counsel unless there is a dispute or question, in which case the undisputed portion will be paid within the 45-day period.

V. TIME FRAME AND TERMINATION

The term of this agreement is for one year from the date of execution. Your firm shall be paid for services rendered during that period. This Agreement shall be deemed to have expired upon written notice from the Assistant General Counsel that all services are complete.

VI. TERMINATION FOR CONVENIENCE

You will serve under this engagement letter at the pleasure of the OOCEA and the engagement may be terminated at any time, with or without cause, without penalty. If terminated, you will be paid for all services rendered and costs incurred to the date of termination and subject to the conditions set forth above.

VII. REPRESENTATION, COVENANTS AND WARRANTIES

By executing this engagement letter, you represent, covenant, and warrant to OOCEA as follows:

- A. You have experience and expertise in eminent domain as it pertains to the valuation and acquisition of property by a condemning authority;
- B. Other than as already disclosed, the firm is not representing and will not represent, without prior written approval from OOCEA during the period of this engagement letter any client in any judicial or administrative proceeding in which OOCEA is an adverse party;
- C. The firm does not represent either of the parties who are defendants in this matter;
- D. The firm has not represented, is not representing, or will not represent any clients if such representation has violated, violates or will violate traditional ethical standards imposed by the rules governing conflicts of interest as are embodied in the Rules Regulating the Florida Bar, especially Rule 4-1.7;
- E. The firm will advise the OOCEA Assistant General Counsel immediately if representation of another client could adversely affect the judgment or quality of service to be rendered by the firm in its representation of OOCEA and/or result in a material or direct conflict of interest; and
- F. You have sufficient time to execute and fulfill the duties contemplated by this engagement 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 hereunder.

VIII. MISCELLANEOUS

A. Assignment. As stated above, the services to be rendered under this engagement letter are personal and may not be assigned, either directly or indirectly, to any other person or firm.

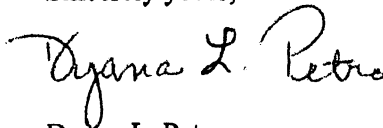
B. Amendments. This engagement letter may be amended only by written instrument signed by the firm, and OOCEA.

C. Independent Contract Status. You are an independent contractor in the performance of legal services hereunder. You shall not hold yourself out as an employee, agent, or servant of OOCEA. You do not have the power or authority to bind OOCEA in any settlement promise, agreement or representation other than as may be expressly provided in this engagement letter.

James Spoonhour
October 16, 2012
Page 5

Your acceptance of the terms of this agreement is to be evidenced below.
This engagement letter shall not take effect, and neither you nor OOCEA shall be bound hereby, unless and until this letter is signed by you and OOCEA.

Sincerely yours,

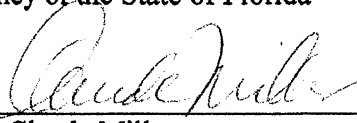
A handwritten signature in black ink that reads "Dyana L. Petro". The signature is written in a cursive style with a large, stylized "D" and "P".

Dyana L. Petro
Assistant General Counsel


DLP/mm

James Spoonhour
October 16, 2012
Page 6

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY,
an agency of the State of Florida

By: 
Claude Miller
Procurement Director

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


for James M. Spoonhour
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Avenue
Orlando, FL 32801

Date: 10-17-12

RECEIVED
CONTRACTS DEPT
10/23/12
SIGNATURE / DATE



ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OOCEA.COM

August 28, 2013

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)
OOCEA Contract No. 000929

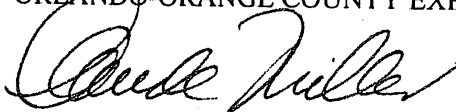
Dear Mr. Spoonhour:


Based on the action of the Authority Board at its meeting on August 28, 2013, the fees to be paid to your firm under the referenced contract are increased to the not-to-exceed amount of \$95,000.00. If and when the actual billings reach \$85,000.00, you are required to notify the Authority's General Counsel to discuss the need for a contract addendum. The term of the contract is also extended to April 15, 2014.

Please acknowledge your acceptance of these amendments by returning this letter with original signature below. If you have any questions with regard to this matter you can contact me at 407-690-5371.

Sincerely,

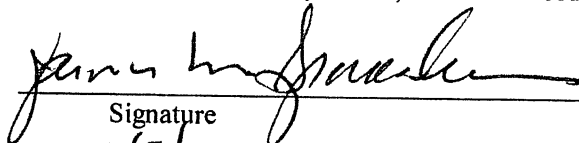
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY


Claude Miller
Director of Procurement

RECEIVED
CONTRACTS DEPT
 9/6/13
SIGNATURE / DATE

cc: Joe Passiatore, General Counsel
Contract File

Accepted by: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.


Signature
9/5/13
Date

WALTER A. KETCHAM, JR.
Chairman

R. SCOTT BATTERSON, P.E.
Vice Chairman

TERESA JACOBS
Secretary/Treasurer
Ex Officio Board Member
Orange County

MARCO PEÑA
Board Member

NORANNE B. DOWNS, P.E.
Ex Officio Board Member
Florida Department of
Transportation

MAX D. CRUMIT, P.E.
Executive Director



ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OCEA.COM

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller *Claude Miller*
Director of Procurement

DATE: August 13, 2013

RE: Approval of Increase in Contract Amount
Contract No. 000929 with Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

On October 17, 2012, Contract No. 000929 was executed with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. (Lowndes, Drosdick), in the amount of \$45,000.00 to provide legal services to the Authority regarding the negotiated acquisition of parcel 197, Project No. 429-203, owned by Project Orlando, LLC. The hiring of Lowndes, Drosdick was an exempt procurement for legal services as allowed by the Procurement Policy.

Acquisition of the parcel has become a lengthier process than originally anticipated resulting in the need to retain the services of Lowndes, Drosdick for an additional six months. Therefore, Board approval is requested to increase the amount of the contract by \$50,000.00 bringing the new total to \$95,000.00. Since the amount of the contract will now exceed \$50,000.00, Board approval is required in accordance with the Procurement Policy.

cc: Max Crumit, Executive Director
Laura Kelley, Deputy Executive Director, Administration
Joe Passiatore, General Counsel
Contract File
Consent Agenda 8/13



ORLANDO - ORANGE COUNTY

4974 ORL. TOWER RD., ORLANDO, FLORIDA 32807
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October 10, 2013

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)
OOCEA Contract No. 000929

Dear Mr. Spoonhour:

This letter will serve as notification of an increase in the fees to be paid to your firm under the referenced contract in the amount of \$5,000.00 making the new not-to-exceed Contract amount \$100,000.00. All terms and conditions of the referenced contract and any additions or amendments thereto remain in effect.

Please acknowledge your acceptance of this amendment by returning this letter with original signature below. If you have any questions with regard to this matter you can contact me at 407-690-5371.

Sincerely,

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

A handwritten signature in black ink, appearing to read "Claude Miller".

Claude Miller
Director of Procurement

cc: Joe Passiatore, General Counsel
Contract File

Accepted by: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

A handwritten signature in black ink, appearing to read "Walter A. Ketcham, Jr.".

Signature

10/11/13

Date

WALTER A. KETCHAM, JR.
Chairman

R. SCOTT BATTERSON, P.E.
Vice Chairman

TERESA JACOBS
Secretary Treasurer
Ex Officio Board Member
Orange County

MARCO PEÑA
Board Member

NORANNE B. DOWNS, P.E.
Ex Officio Board Member
Florida Department of
Transportation



ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OOCEA.COM

November 20, 2013

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)
OOCEA Contract No. 000929

Dear Mr. Spoonhour:

This letter will serve as confirmation of an increase in the fees to be paid to your firm under the referenced contract in the amount of \$100,000.00 making the new not-to-exceed Contract amount \$200,000.00. All terms and conditions of the referenced contract and any additions or amendments thereto remain in effect.

This increase was approved by our Board at its meeting on November 20, 2013. If you have any questions with regard to this matter you can contact me at 407-690-5371.

Sincerely,

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

cc: Joe Passiatore, General Counsel
Contract File

— CENTRAL FLORIDA EXPRESSWAY AUTHORITY —

August 18, 2014

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)
CFX Contract No. 000929

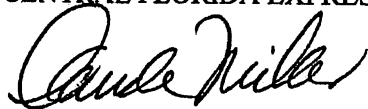
Dear Mr. Spoonhour:

This letter will serve as confirmation of an increase in the fees to be paid to your firm under the referenced contract in the amount of \$100,000.00 making the new not-to-exceed Contract amount \$300,000.00. All terms and conditions of the referenced contract and any additions or amendments thereto remain in effect.

This increase was approved by our Board at its meeting on August 14, 2014. If you have any questions with regard to this matter you can contact me at 407-690-5371.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Claude Miller
Director of Procurement

cc: Joe Passiatore, General Counsel
Contract File



ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OOCEA.COM

April 14, 2014

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)
OOCEA Contract No. 000929

Dear Mr. Spoonhour:

This letter will serve as an extension of the term of the referenced contract to April 14, 2015, with no increase in the contract amount. All terms and conditions of the referenced contract and any additions or amendments thereto remain in effect.

If you have any questions with regard to this matter you can contact me at 407-690-5371.

Sincerely,

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

cc: Joe Passiatore, General Counsel
Contract File

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CONTRACTS DEPT

6/16/14
SIGNATURE / DATE