


MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM:  Joseph L. Passiatore, General Counsel

DATE: December 2, 2015

SUBJECT: Proposals for Contract Attorney

At its November meeting, the Board directed staff to solicit letters of interest from the law firms already providing right-of-way services, whereby the firm would assign a contract attorney to work on Wekiva Parkway condemnation parcels while being officed at CFX on a part-time basis.

Our office received two proposals: one from Lowndes Drosdick Doster Kantor & Reed, P.A.; and one from Mateer & Harbert, P.A. Copies are attached.

I have also attached a simplified version of the costs analysis for the hiring of one full time in-house attorney and legal assistant.

At this point, the options available to the Board appear to be as follows:

1. Proceed with the hiring of one full time in-house attorney and legal assistant and reassigning a minimum of 25 parcels from outside counsels.
2. Accept one of the proposals for contract attorney services and reassigning such parcels as the General Counsel's office deems appropriate.
3. Maintain the current contractual arrangements and decide on the renewals and funding levels of the Shutts & Bowen and Winderweedle contracts at the February 2016 Board meeting.

JLP/dm

Attachments: Letters of Interest
Cost analysis chart for in-house attorney

CFX Legal Staffing Proposal

Cost for Full Time In-House Attorney

	One Add'l Attorney with Support Staff
1ST YEAR	
Office Space ¹	\$2,250
Furniture	\$16,000
Phone/Technology Infrastructure	\$8,000
Attorney Salaries/Benefits	\$201,000
Administrative Assistant/Paralegal Salaries/Benefits	\$70,000
Office Supplies/Add'l Incidental Budget	\$8,000
TOTAL 1ST YEAR COST	<hr/> \$305,250
2ND YEAR²	
Office Space ¹	\$2,250
Attorney Salaries/Benefits	\$207,030
Administrative Assistant/Paralegal Salaries/Benefits	\$72,100
Office Supplies/Add'l Incidental Budget	\$8,240
TOTAL 2ND YEAR COST	<hr/> \$289,620
 2 YEAR SUMMARY OF COSTS:	 \$594,870
Minimum parcels reassigned to in-house attorney	25
Average Cost per Parcel	\$23,795

¹ Capital investment needed to build out conference room to office space depreciated over 30 years useful life (\$67,000 for 2 offices; \$135,000 for 4 offices) \$2,250

² Assumes 3% increase in costs per year

Revised 12/2/15



S. BRENDAN LYNCH

brendan.lynch@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: 407-418-6461 | F: 407-843-4444
MAIN NUMBER: 407-843-4600

 **MERITAS** LAW FIRMS WORLDWIDE

December 2, 2015

VIA E-MAIL

Joseph L. Passiatore, Esquire
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Response to Central Florida Expressway Authority ("CFX") proposal for contract counsel

Dear Joe:

Per your email dated November 30, 2015, our law firm is interested in providing an attorney to be housed at CFX offices for two workdays a week solely to handle condemnation for Wekiva Parkway parcels. For this proposal, I will be the attorney that would work at the CFX offices for the two workdays a week, beginning February 1, 2016, for a one-year period.

As you have indicated, any time spent at the CFX offices for this time period is to be spent on condemnation matters for Wekiva Parkway parcels. For the first two months of this one-year period, we will also be in the midst of preparing for the Project Orlando trial as to Parcels 197/897. Any time spent at your offices that is not spent on other Wekiva Parkway parcels will be spent on the Project Orlando trial preparation, and will therefore not be billed separately by the Lowndes firm. In this way you can be assured that I would be working on only Wekiva Parkway parcels (whether Project Orlando or otherwise).

Our current hourly rate for work done for CFX is at the discounted rate of \$275/hour (which rate was set in 2012). As a point of comparison, my regular hourly rate will be increased to \$350-360/hour starting in February 2016. With that in mind, we propose to CFX that the rate of \$275/hour remains stable for the one-year proposal. The resulting monthly "flat fee" would therefore be \$17,600/month for 8 working days spent at CFX per month. All health insurance, workers' comp, malpractice and other insurance coverages and benefits would continue to be paid by the Lowndes firm.

Please let me know what questions you may have or if you need more information regarding this proposal. Both Jim Spoonhour and I would be happy to speak with you, Laura Kelley, and Linda Brehmer Lanosa further about the scope of the work to be done during the one-year period. In addition, the follow-up conversation should probably include a determination of how conflict checks would be

December 2, 2015

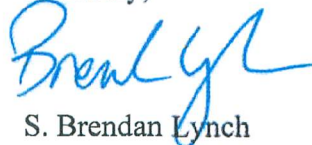
Page 2

regularly run, as well as issues regarding whether I would be assigned a CFX email address or would continue to use my Lowndes email address for work done on behalf of CFX during this year period.

If this proposal is acceptable to you and CFX, please so indicate by having this proposal signed below. We will then work with you preparing a more detailed contract.

We have appreciated the opportunity over the last three years to be a valuable member of the CFX legal team, and look forward to working more closely with CFX in the year (and years) ahead.

Sincerely,



S. Brendan Lynch

SBL/cdp

c: Linda Brehmer Lanosa, Deputy General Counsel (via e-mail)

James M. Spoonhour, Esq. (via e-mail)

READ AND ACCEPTED:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: _____

Title: _____

Date: _____, 2015

0011671/152407/2401749



STATEMENT OF INTEREST
TO PROVIDE CONDEMNATION ATTORNEY LEGAL SERVICES
TO CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SUBMITTED BY MATEER & HARBERT, P.A.

December 2, 2015



JAY W. SMALL
E-MAIL ADDRESS
jsmall@mateerharbert.com

A T T O R N E Y S A T L A W
ORLANDO • OCALA

DIRECT DIAL:
(407) 377-6174

December 2, 2015

Via Electronic Mailing

Joseph Passiatore, Esq.
Central Florida Expressway
4794 ORL Tower Road
Orlando, Florida 32807

Re: Statement of Interest

Dear Mr. Passiatore:

1. Introduction. Mateer & Harbert, P.A. ("COUNSEL") is party to the Agreement for Right of Way Counsel Services with the Central Florida Expressway Authority ("CFX"), Contract No. 001116 dated June, 2015 ("Contract"). The Scope of Services described in the Contract includes the possibility of expansion to "other matters," based upon the Contract's hourly rates but otherwise subject to further negotiations.

COUNSEL has been asked to provide particulars on its interest in providing right of way counsel services for certain other matters. In general terms, CFX is seeking information to evaluate the feasibility of retaining COUNSEL to provide an Assigned Attorney ("Assigned Attorney") for certain right of way litigation legal services related to its acquisition of a number of parcels involved in the Wekiva Parkway Project ("Additional Services"). COUNSEL herewith provides its Statement of Interest ("Statement of Interest") in providing such Additional Services.

2. Scope of Additional Services Outline. The information provided by CFX in the Scope of Additional Services ("Scope") is outlined below, with some expansion based upon COUNSEL's experience, knowledge of the Wekiva Project, and predictions of what is practicable. Based on the information to be provided to COUNSEL by CFX in connection with this Statement of Interest, this Scope will have to be refined and clarified as part of any formal agreement.

- a. COUNSEL will assign one attorney to handle the assigned caseload under the direction of CFX General Counsel.
- b. The Assigned Attorney will handle existing litigation matters involving parcels needed for the Wekiva Parkway Project in which orders of taking have already been entered. Trial court matters only are involved. Any appellate work will have to be separately negotiated.
- c. Each assigned case would be handled to completion, whether through settlement or trial, including, but not limited to out-of-court depositions, mediations, and court

appearances, unless the Contract or this additional Scope is sooner terminated and the trial court allows COUNSEL to withdraw.

- d. The Assigned Attorney will work a maximum of 16 hours per week. Work space will be made available at CFX offices, but working remotely from COUNSEL's office is also expected.
- e. The Agreement is for one year's duration, commencing February 1, 2016. A time extension, if desired, will be negotiated between 60 and 90 days prior to the one year anniversary.
- f. In connection with any formal agreement, CFX will provide the Assigned Attorney with a list indicating the number and nature of assigned parcels for assessment and conflict checking before engaging the Assigned Attorney to perform any assigned services.

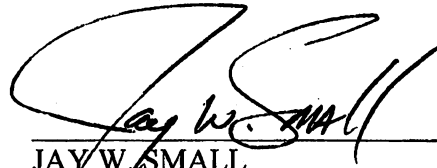
3. Fees and Expenses. Section 4 of the Contract shall apply to the payment for Additional Services and any related expenses. The hourly rate for the Assigned Attorney shall be \$250.00 per hour. The maximum of fees payable for the Assigned Services during the one year term shall be 16 hours/week x 52 weeks = 832 hours x \$250/hour = \$208,000.00. Invoicing and payment shall be as provided in Section 6 of the Contract.

4. Assigned Attorney. COUNSEL shall name James R. Lussier as the Assigned Attorney. If, on occasion, the Assigned Attorney is unable to handle a scheduled matter, COUNSEL will provide Jay W. Small or another qualified replacement attorney then currently in COUNSEL's employ, to be billed at the same rate as the Assigned Attorney. The combined hours worked by the Assigned Attorney and any temporary replacement attorney will not exceed the annual maximum for the Assigned Services. Jay W. Small will be available to assist the Assigned Attorney in providing Assigned Services to CFX, provided, however, that Jay W. Small will not bill for any legal services to assist the Assigned Attorney, and COUNSEL's cumulative billing will not exceed 832 hours during the one year term, without prior authorization from CFX. Copies of the qualifications and resumés of James R. Lussier and Jay W. Small are attached to this Statement of Interest.

5. Support Staff. Judicious use will be made of COUNSEL's support staff. The work of paralegals who provide litigation support work will be invoiced at the rate of \$85.00 per hour.

6. Miscellaneous. The unpredictable nature of scheduling matters in litigation makes it likely that on one or more occasion, the Assigned Attorney will be required to work more than 16 hours in a given week, and less than 16 hours in another week. COUNSEL will monitor the running total of hours worked and attempt to conform as evenly as possible to 16 hours per week, but in no case will exceed the cap of 832 hours in one year absent further agreement of CFX. Notwithstanding the foregoing, if the Assigned Attorney is reasonably required to performed Assigned Services in excess of 832 hours in one year because of court-ordered activity or because cases cannot be abandoned or delayed without violation of court-orders, deadlines, and/or the Rules Regulating the Florida Bar and COUNSEL's legal and ethical

duties of zealous representation of CFX, COUNSEL shall as early as reasonably practicable advise CFX of the reasonable likelihood of the need to perform assigned services in excess of 832 hours. CFX agrees that it will in good faith consider payment for such additional work in accordance with the Contract.

A handwritten signature in black ink, appearing to read "Jay W. Small", is written over a horizontal line.

JAY W. SMALL
Florida Bar Number 0562890
Mateer & Harbert, P.A.
225 East Robinson Street, Suite 600
Post Office Box 2854
Orlando, Florida 32802-2854
Telephone: (407) 425-9044
Facsimile: (407) 423-2016
Primary: jsmall@mateerharbert.com
Secondary: jdelagarza@mateerharbert.com

4814-1752-4011, v. 1-0380-1131, v. 1