


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: March 27, 2015

RE: Authorization to Execute Cooperative Purchase Agreement with
Mateer & Harbert, P.A, for Right of Way Legal Counsel Support Services
Contract No. 001111

Board approval is requested to execute an agreement with Mateer & Harbert, P.A. (Mateer), in the not-to-exceed amount of \$975,000.00 for an initial three-year term to provide right of way support services including pre-condemnation counseling, pre-order of taking and order of taking services, post-order of taking, pretrial and trial services, and other related services as needed.

This will be a cooperative purchase (piggyback) agreement based on a contract between Mateer and the Orange County School Board (OCSB) for the same services which will allow us to take advantage of the favorable rates already negotiated by OCSB. The response to the OCSB request for proposals was originally submitted by Wilson, Garber & Small, P.A., as a joint-ventured response with Swann, Hadley, Stump, Dietrich & Spears. The eminent domain portion of the contract was then transferred from Wilson, Garber to Mateer when Jay W. Small, Esq., moved to the latter firm.


The Right of Way Committee recommended award of the contract to Mateer at its meeting on March 25, 2015.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Right of Way Committee Members

FROM:  Linda Brehmer Lanosa, Deputy General Counsel

DATE: March 19, 2015

RE: Authorization to Execute Cooperative Purchase Agreement with Mateer & Harbert, P.A., for Right of Way Legal Counsel Support Services Contract No. 001111

Background

At the Board's direction, staff is working towards acquiring property to be used, in part, for intercity passenger rail for All Aboard Florida. The corridor includes nine (9) separate parcels, including properties owned by BalBay Realty Ltd, Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership, and B and M Investment LLC, along with Suburban Land Reserve, Inc., and Farmland Reserve, Inc. A map of the project with the names of the owners of the parcels, along with the names of the owners within a half mile of the project is attached.

With the creation of the Central Florida Expressway Authority ("the Authority"), the Authority has the option to acquire property for fixed guideways through eminent domain proceedings. In order to prepare for condemnation, it is necessary to retain legal counsel to provide right of way acquisition services.

Request

Approval is requested to execute an agreement with Mateer & Harbert in the not-to-exceed amount of \$975,000 for an initial three-year term to provide right-of-way counsel services. The proposed scope of services, attached hereto, is for the acquisition of four parcels owned by BalBay Realty Ltd, Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership, and B and M Investment LLC.

This will be a cooperative purchase (piggyback) agreement based on a contract between Mateer & Harbert and Orange County School Board for the same services, which will allow CFX to take advantage of the favorable rates already negotiated by the Orange County School Board. The response to the RFP was originally submitted by Wilson, Garber & Small, P.A., as a joint-ventured response with Swann, Hadley, Stump, Dietrich & Spears. The eminent domain portion of the contract was then transferred from Wilson, Garber & Small to Mateer & Harbert, P.A., when Jay W. Small, Esq., moved to the latter firm. An excerpt of the contract between Mateer & Harbert (formerly Wilson, Garber & Small) with the School Board is attached hereto.

In addition to the express terms in the contract, the cooperative purchase agreement includes the following cost containment strategies:

- CFX will receive a five percent (5%) discount for payment of invoices within thirty (30) days of receipt.
- CFX will receive an additional five percent (5%) volume discount for annual attorneys and paralegal fees in excess of \$250,000.00 per year.
- Mateer & Harbert will not bill CFX for more than one attorney to prepare for and attend depositions. It will not bill for more than one attorney and paralegal at trial. It will not bill for multiple attorneys to attend hearings or mediation. It will not bill for joint attorney conferences or meetings.
- Pre-condemnation consultation will be billed at transactional rates until General Counsel directs that counsel initiate condemnation proceedings.

Attached, as backup, are copies of the following:

1. Proposed Scope of Services for legal services in the not-to-exceed amount of \$975,000, and
2. Excerpt of the Existing Contract with the Orange County School Board.



A T T O R N E Y S A T L A W

ORLANDO • OCALA

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

DIRECT LINE
(407) 377-6174

March 19, 2015

Ms. Linda Brehmer Lanosa, Esq.
Central Florida Expressway Authority
Deputy General Counsel
4974 ORL Tower Road
Orlando, FL 32807

Re.: Central Florida Expressway Authority – All Aboard Florida Right of Way Acquisition.

Dear Ms. Brehmer Lanosa:

Thank you for your consideration of Mateer Harbert as condemnation counsel for the Central Florida Expressway Authority ("CFX") in connection with the All Aboard Florida ("AAF") project. Mateer Harbert has the experience to provide legal representation to CFX in all real estate and condemnation matters related to this project. Mateer Harbert is committed to providing CFX with the finest legal representation available, in a timely manner, and at a reasonable cost.

Mateer Harbert is prepared to provide services to CFX based on the same terms and conditions as exist under Mateer Harbert's agreement with the School Board of Orange County and Orange County Public Schools, a copy of which is attached as Exhibit "A" to this proposal. You will recall that we earlier discussed that this contract was awarded as part of an RFP process initiated by the District. The RFP combined all real estate services in one lot. For purposes of the proposal, the agreement was signed by Swann Hadley Stump Dietrich & Spears, P.A., which was a joint respondent to the RFP, with us. That firm provides real estate transactional services, and Mateer Harbert provides the eminent domain services detailed in the fee schedule.

CFX needs to acquire right of way for the construction of the AAF transportation facilities on the south side of the existing S.R. 528 right of way. The approximate project length is from the west side from Narcoossee Rd. to S.R. 520. You asked for a scope of services for Mateer Harbert's representation of CFX for the right of way acquisitions. Based on the information you provided at the meeting our two meetings and in the right of way ("ROW") tracking sheet attached as Exhibit "B" the primary focus of the scope of services relates to the parcels of property identified in the table below.

<u>Parcel Owner(s)</u>	<u>ROW</u>
Bal Bay Brunetti Realty	17.7 Acres
Mattamy Partnership (Randal Park)	3.1 Acres
Carlsbad Orlando, LLC	166.7 Acres
B&M Investment, LLC	3.1 Acres

Based on our meeting of March 16, 2015, and a review of the draft restricted appraisal reports for Bal Bay Brunetti Realty, Mattamy Partnership, Carlsbad Orlando, LLC, and B&M Investment, LLC, scope of services will involve the following phases: (1) preliminary counseling before CFX makes an initial pre-suit statutory offer; (2) pre-order of take and order of take hearing legal services; and (3) post-order of taking, pretrial legal services, and trial. A general description of specific tasks identified in each of these phases follows.

I. Pre-condemnation counseling before CFX makes an initial pre-suit statutory offer.

This phase includes, but is not limited to, the following:

- Provide an opinion regarding public purpose and necessity;
- Review all enabling statutory legislation and easement agreements between CFX and AAF;
- Coordinate with CFX staff and consultants production of preliminary expert witness reports and appraisals;
- Attend all CFX client meetings, meetings with counsel, consultants, staff and right of way committee;
- Coordinate, as directed by CFX staff and consultants, negotiations with property owners; and,
- Perform due diligence, and as directed by CFX staff, prepare, if necessary, all documents, and instruments of conveyance for voluntary pre-suit acquisitions.

At your request, included in this phase is a budget item for legal services to review the existing easement agreements between CFX and AAF to determine whether they pose any necessity or public purpose issues. Since you have advised us that it may be necessary to renegotiate these agreements, include in this phase of the budget are legal services for this work.

II. Pre-order of take and order of take legal services.

It is anticipated that services provided in this phase will consist of the following:

- Preparation of all pre-suit notices;
- Preparation of resolution(s) of necessity;
- Assure compliance with all conditions precedent to filing condemnation suit;
- Negotiation with property owners as directed by CFX staff;
- Coordinate delivery of updated expert witness reports;
- Prepare all expert and trial witnesses for order of take hearing; and,
- File condemnation suit, schedule order of take hearing, and attend order of take hearing.

III. Post-order of taking, pretrial, and trial legal services.

During this phase, Mateer Harbert will provide the following services:

- Initiate and complete discovery;
- Factual investigation, review of owners' appraisal and expert witnesses reports;
- Pre-trial discovery;
- Prepare for and attend mediation;
- Prepare factual and expert witnesses for deposition and trial;
- Attendance at right client meetings; and,
- Represent CFX at trial and through post-trial hearings.

We have allocated the estimated budget among these three phases below.

<u>PHASE</u>	<u>AMOUNT</u>
I.	\$225,000.00
II.	\$175,000.00

III.

\$500,000.00

Because of the limited amount of information provided with respect to the project and the inability to determine at this time the significant legal issues which may arise before the filing of an order of take hearing or before trial, the scope of services does not include representing CFX in any appellate proceedings. In addition, because of the limited amount of information we have reviewed in preparing this proposed budget, we have tried to provide a "worst case" scenario estimate of potential fees and costs for legal services. The total of all phases above is \$900,000.00. Because of the limited information we have received concerning the specific parent tracts, takings, and impacts on the remainders, we have estimated a contingency of \$75,000.00 in additional legal fees and costs. The dollar amounts allocated to each phase above include attorneys' fees and costs, such as trial exhibits, court reporter fees, and chargeable firm costs. It is unlikely that we will have to try each parcel, but we have nevertheless attempted to estimate the costs of separate trials for budgeting purpose.

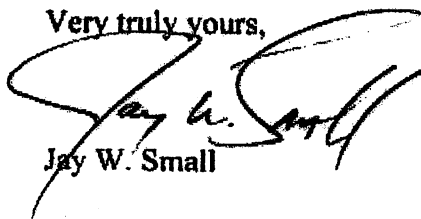
It is assumed, for the purposes of this budget, that the court will order separate valuation trials for each parcel. If parcels are settled pre-suit or early during the litigation, the costs of legal services for these phases will be significantly lower. Although there is a potential that the court will order separate trials, depending on how the facts and legal theories of each case develop, we will try to consolidate valuation trials among the parcels to contain legal fees and costs.

In preparing this proposal, we have not reviewed right of way maps, construction plans, surveys, due diligence reports concerning the physical conditions the parcels, project correspondence, agreements between CFX and AAF, or legal memoranda. If additional facts become known to use during the scope of our representation, this proposal may be subject to change.

Resumes of the attorneys who will work on this matter are enclosed as composite Exhibit "C." Mateer Harbert is committed to containing litigation costs whenever possible, and our practice has been, and will continue to be, to avoid overstaffing cases, but rather to staff cases with attorneys and paralegals only as appropriate.

If I can provide you with any additional information, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jay W. Small", is written over the typed name.

Jay W. Small

JWS:mfy

MATEER HARBERT

Ms. Linda Brehmer Lanosa, Esq.

March 19, 2015

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cc.: Joseph Passiatore, Esq., (w/enclosures.)

4817-7463-7090, v. 1

Exhibit A

Agreement

By and Between

The School Board of Orange County, Florida

and

Swann Hadley Stump Dietrich & Spears, P.A.

for

Legal Services, Lot 1, "Real Estate"

This Agreement is made as of the June 26, 2013 by and between The School Board of Orange County, Florida, a political subdivision of the State of Florida, located at 445 West Amelia Street, Orlando, FL 32801 (hereinafter referred to as "School Board") and, Swann Hadley Stump Dietrich & Spears, P.A., a Florida corporation, located at: 1031 W. Morse Blvd., Suite 350, Winter Park, Florida 32789, hereinafter referred to as "the LAW FIRM").

WITNESSETH:

WHEREAS, SCHOOL BOARD desires to obtain professional legal services; and

WHEREAS, the LAW FIRM has the staff and expertise to provide specific legal services to SCHOOL BOARD; and,

WHEREAS, the LAW FIRM has been selected through a public competitive bidding procurement process to provide certain legal services to SCHOOL BOARD;

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions of terms associated with this Agreement are provided to establish a common understanding between both parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement.

"AGREEMENT" refers to the executed Agreement by and between SCHOOL BOARD and the LAW FIRM.

"AMENDMENT" means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to that certain scope of professional services ("**Services**"), attached hereto as "Exhibit A" and incorporated herein by reference, that contemplates a change in the Services, work, and materials to be provided and performed by the LAW FIRM pursuant to this Agreement, sets forth the basis of compensation due to the LAW FIRM, and sets forth the time period and/or schedule for performance and completion thereof.

"CONFIDENTIALITY" For purposes hereof, "confidential information" shall mean any non-public information of the other party that is designated as confidential, or that the receiving party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential information shall not include any information which: (a) a party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other party; (b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a party; (c) a party has developed independently without reference to any confidential information of the other party; (d) a party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (e) is subject to the Florida Public Records Law, Chapter 119, Florida Statutes or any other information required to be disclosed by a valid court order or agency of government.

"The LAW FIRM" means Swann Hadley Stump Dietrich & Spears, P.A. , authorized to conduct business in the State of Florida, offering professional Services hereunder which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the legal Services, work and materials including any sub-consultant, required under the covenants, terms and provisions contained in this Agreement and any and all Amendments thereto.

"FUNDS" shall mean payment made by SCHOOL BOARD to The LAW FIRM.

"OCPS" shall mean Orange County Public Schools.

"PARTIES" shall mean the parties entering into this Agreement, SCHOOL BOARD and The LAW FIRM respectively.

"SERVICES" shall mean the professional services as set forth and required, pursuant to the Agreement and described in further detail on "Exhibit A" attached hereto and incorporated herein by reference.

ARTICLE 2 - AMENDMENTS AND MODIFICATIONS

No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

ARTICLE 3 - TERM AND TERMINATION

This Agreement shall be effective for an initial term commencing on June 26, 2013, and shall continue through June 25, 2016, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties.

If any deficiency occurs during the term of this Agreement caused by the LAW FIRM, the LAW FIRM shall have ten (10) days to correct the deficiency. Deficiencies must be corrected within ten (10) days; otherwise a recommendation will be made to SCHOOL BOARD for immediate cancellation. Upon cancellation hereunder, SCHOOL BOARD may pursue any and all legal remedies as provided herein and by law.

SCHOOL BOARD, reserves the right to terminate this Agreement, at any time and for any reason, upon giving sixty (60) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, SCHOOL BOARD will be relieved of all obligations under said contract. SCHOOL BOARD will be required to pay to the LAW FIRM only that amount of the contract actually performed to the date of termination. Access to any and all work papers or work product will be provided to SCHOOL BOARD after the Termination of the contract.

the LAW FIRM will have the option to terminate the contract upon written notice to the Senior Director of Procurement Services. Such notice must be received at least sixty (60) days prior to the effective date of termination.

Cancellation of contract by the LAW FIRM may result in removal from future solicitations for a period of three years.

ARTICLE 4 - BILLING

The LAW FIRM shall submit monthly billing for each particular matter. Payment will be satisfied pursuant to the provision of Article 5 hereunder. Invoices should provide a concise summary of each entry which will sufficiently describe the particular entry. The LAW FIRM shall record and bill time in one-tenth of an hour increments (or every six minutes). SCHOOL BOARD shall reserve the right request additional documentation for any charge and the parties may agree to delete, strike or waive any disputed charges submitted. SCHOOL BOARD also reserves the right to request new invoicing be submitted, if necessary, at no additional charge.

Expenses related to the matters handled by the LAW FIRM shall be reimbursed by SCHOOL BOARD, except that there shall NOT be reimbursement for any of the following: POSTAGE, LONG DISTANCE

CHARGES, FAX TRANSMISSIONS, SCANNING and/or MEALS.

The LAW FIRM may request that payments be made directly to the service provider. However, in order for SCHOOL BOARD to process direct payments, service providers must be registered OCPS vendors. Reimbursement of expenses will be made only in the exact amounts incurred by the the LAW FIRM without any mark up or multipliers and will require submittal of receipts in support of the expenses. Photocopying charges will be reimbursed at the rate of ten cents (\$0.10) per page. Expenses over the amount of \$500.00 will require prior authorization from the General Counsel. Expenses incidental to travel outside of Orange County will be compensated at the State of Florida per diem rate.

ARTICLE 5 - PAYMENT

SCHOOL BOARD agrees to provide Funds for the Agreement as outlined in "Exhibit B." Payments shall be made on or about forty-five (45) days after SCHOOL BOARD's receipt of invoice. SCHOOL BOARD shall pay these fees to the LAW FIRM for services rendered as outlined in "Exhibit B" which includes all direct charges, indirect charges and reimbursable expenses, if any. SCHOOL BOARD, through its General Counsel, reserves the right to contest any charge or charges including a request for greater clarification and detail on any line item submitted for payment. The parties agree that SCHOOL BOARD reserves the sole right to determine if any discrepancies in billing practices or invoices are significant. If deemed significant, SCHOOL BOARD unilaterally reserves the right to terminate the Agreement pursuant to the termination provisions contained in this Agreement.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of SCHOOL BOARD under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and SCHOOL BOARD.

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the LAW FIRM shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be adjusted to exclude any significant sums should SCHOOL BOARD determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to an outside LAW FIRM. SCHOOL BOARD shall exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 8 - PERSONNEL

The LAW FIRM represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of SCHOOL BOARD.

All of the services required herein under shall be performed by the LAW FIRM or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services.

Any changes in the Principal Lawyer position must be made known to SCHOOL BOARD' representative as soon as it is reasonably possible. The LAW FIRM agrees to work closely with SCHOOL BOARD to ensure that the work and cooperation between the two organizations is efficient and mutually productive to both parties.

Fingerprinting (Jessica Lunsford Act): the LAW FIRM and any of his employees performing services hereunder shall comply with any and all applicable requirements of the Jessica Lunsford Act which provides in pertinent part in Section 1012.465, Florida Statutes, that:

Except as provided in s. 1012.467 or s. 1012.468 (Florida Statutes), non-instructional school district employees or contractual personnel who are permitted access on school

grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32 (Florida Statutes). Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

The cost of screening any applicable personnel shall be borne by the LAW FIRM. Key LAW FIRM personnel, as identified by the parties, may apply for any identification badges as issued by OCPS to other vendors to allow key LAW FIRM employees access to SCHOOL BOARD and OCPS facilities. Note that membership in the Florida Bar or any other Bar does not confer access to OCPS facilities nor is there any current exception for attorneys under the Jessica Lunsford Act.

ARTICLE 9 - FEDERAL AND STATE TAX

SCHOOL BOARD is exempt from Federal Tax and State Tax for Tangible Personal Property. SCHOOL BOARD will sign an exemption certificate submitted by the LAW FIRM. The LAW FIRM shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with SCHOOL BOARD, nor shall the LAW FIRM be authorized to use SCHOOL BOARD' Tax Exemption Number in securing such materials.

The LAW FIRM shall be responsible for payment of its own FICA and Social Security benefits with respect to this Contract, as well as any other applicable taxes.

ARTICLE 10 - DOCUMENTATION AND REPORTING

In the performance of this Agreement, the LAW FIRM shall maintain books, records and accounts of all activities in compliance with standard accounting procedures and for all activities outlined in "Exhibit A," as attached. Also, LAW FIRM shall maintain and produce for inspection any public records, including those for matters regarding litigation, created or produced on behalf of the SCHOOL BOARD and subject to the provisions of Chapter 119, Florida Statutes.

ARTICLE 11 - INSURANCE

SCHOOL BOARD in its sole discretion, reserves the right to require all such appropriate and applicable insurance, and in the minimum amounts, as described herein:

The Law firm shall obtain and maintain in full force and effect throughout the initial Term and any Renewal Term, with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company. Insurance coverage shall consist of the following:

General Liability Insurance in amounts of not less than One Million Dollars (\$1,000,000) for injury to any one person and One Million Dollars (\$1,000,000) for property damage. All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Orange County Public School (SCHOOL BOARD) and (b) SCHOOL BOARD is to be named as an additional insured party with respect to Respondent activities.

Worker's Compensation Insurance: The Law firm shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440 including Employers Liability limits of \$500,000 per accident for bodily injury, \$500,000 per employee for bodily injury by disease and \$500,000 policy limit for bodily injury by disease. The Law firm shall require all subcontractors to maintain such insurance during the life of this Contract.

Professional Liability Insurance: The Law firm shall maintain during the life of this Contract and for five years after expiration of contract a professional liability limit of \$1,000,000.00.

All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Orange County Public School (OCPS) and (b) OCPS is to be named as an additional insured party with respect to Respondent activities.

All policies required by this contract, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by OCPS Risk Management, are to be written on an occurrence basis, shall name Orange County School Board as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against Orange County School Board.

Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Orange County School Board Risk Management (445 W. Amelia Street, Orlando, FL 32801. Attn. Risk Mgmt) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by OCPS Risk Management before the Law firm will be allowed to commence or continue work. All certificates will reference the contract, bid, project or job number on the certificate. All insurance carriers listed on the certificate must have their corresponding AM Best carrier ID listed.

ARTICLE 12 - TIME OF ESSENCE

Time is of the essence concerning the performance of all terms and conditions of this Agreement.

ARTICLE 13 - STANDARD OF CARE AND DISCLOSURE OF PROFESSIONAL MISCONDUCT

In providing Services under this Agreement, the LAW FIRM will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by SCHOOL BOARD, the LAW FIRM will correct those Services not meeting such a standard. LAW FIRM agrees to notify SCHOOL BOARD in writing of ANY members of the firm that may be reprimanded, suspended, disbarred or otherwise disciplined by the Florida Supreme Court during the course of this Agreement.

ARTICLE 14 - INDEMNIFICATION

The LAW FIRM shall indemnify and hold harmless SCHOOL BOARD, its officers, agents, and employees harmless from and against all claims, suits, actions, damages and/or cause of action which may arise from any negligent act or omission of the LAW FIRM, its agents, servants, or employees as a result of the performance of services under this Contract, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of SCHOOL BOARD as set forth in Section 768.28, Florida Statutes.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

SCHOOL BOARD and the LAW FIRM each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither SCHOOL BOARD nor the LAW FIRM shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of SCHOOL BOARD, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than SCHOOL BOARD and the LAW FIRM.

ARTICLE 16 - GOVERNING LAW AND REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary and arising out of the Agreement will have its venue in the Ninth Judicial Circuit Court for Orange County

and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - CONFLICTS OF INTEREST

The LAW FIRM represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The LAW FIRM further represents that no person having any interest shall be employed for said performance. The LAW FIRM shall promptly notify SCHOOL BOARD in writing by certified mail through the SCHOOL BOARD General Counsel of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence the LAW FIRM's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances, the nature of work that the LAW FIRM may undertake and request an opinion of SCHOOL BOARD as to whether the association, interest or circumstance would, in the opinion of SCHOOL BOARD, constitute a conflict of interest if entered into by the LAW FIRM. SCHOOL BOARD agrees to notify the LAW FIRM of its opinion by certified mail within 30 calendar days of receipt of notification by the LAW FIRM. If, in the opinion of SCHOOL BOARD, the prospective business association, interest or circumstance would not constitute a conflict of interest by the LAW FIRM, SCHOOL BOARD shall so state in the notification and the LAW FIRM shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to SCHOOL BOARD by the LAW FIRM under the terms of this Contract. If SCHOOL BOARD in its sole discretion determines that there is a conflict, the LAW FIRM shall not enter into or terminate the Contract with the business associate.

The LAW FIRM shall also notify SCHOOL BOARD in writing, through the SCHOOL BOARD General Counsel of any potential conflicts regarding the representation of the SCHOOL BOARD or OCPS and any other clients the LAW FIRM may represent. The disclosure and ability to waive or not waive any conflicts shall be at the sole discretion of the SCHOOL BOARD and pursuant to any professional rules of conduct promulgated by either the Supreme Court or the Florida Bar governing potential or actual conflicts.

ARTICLE 18 - INDEPENDENT CONSULTANT RELATIONSHIP

The LAW FIRM is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of SCHOOL BOARD. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the LAW FIRM's sole direction, supervision, and control. The LAW FIRM shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the LAW FIRM's relationship and the relationship of its employees to SCHOOL BOARD shall be that of an independent contractor and not as employees or agents of SCHOOL BOARD. The LAW FIRM does not have the power or authority to bind SCHOOL BOARD in any promise, agreement or representation other than specifically provided for in this Agreement or as otherwise agreed upon in writing by the parties.

Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the parties or any affiliate thereof, or to provide any party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other party.

ARTICLE 19 - ARREARS

The LAW FIRM shall not pledge SCHOOL BOARD's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The LAW FIRM further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

ARTICLE 20 - DISCLOSURE OF OWNERSHIP OF DOCUMENTS

The party receiving Confidential Information will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, confidential information of the other party without the prior written consent of said party. Neither party shall be liable for disclosure of confidential information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, Florida Statutes.

ARTICLE 21 - CONTINGENT FEES

The LAW FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LAW FIRM to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the LAW FIRM, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract

ARTICLE 22 - ACCESS AND AUDITS

The LAW FIRM shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least seven (7) years after completion of this Contract. SCHOOL BOARD or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts and transcription during normal business hours, at SCHOOL BOARD's cost, upon five (5) days written notice

ARTICLE 23 - NONDISCRIMINATION

The LAW FIRM warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age or national origin

ARTICLE 24 - SURVIVAL

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The insurance and indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.

ARTICLE 25 - AUTHORITY TO REPRESENT

The LAW FIRM hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct business and that it will, at all times, conduct its business activities in a reputable and ethical manner.

ARTICLE 26 - COMPLIANCE WITH LAWS

The LAW FIRM agrees to comply with all laws, codes, rules, and regulations bearing on the conduct of work, including those of the Federal, State, and local agencies having jurisdiction.

ARTICLE 27 - SEVERABILITY

If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - NAMES; TRADEMARKS

The LAW FIRM shall acquire no rights under the Agreement to, and shall not use, the name of SCHOOL BOARD, OCPS, or the name of "Orange County Public Schools" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SCHOOL BOARD Marks") in any of the LAW FIRM's advertising, publicity or promotion; to express or imply any endorsement by SCHOOL BOARD or Orange County Public Schools of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SCHOOL BOARD, except as expressly permitted herein. No advertisement, publication or other use of SCHOOL BOARD Marks shall be published or otherwise promulgated by the LAW FIRM without SCHOOL BOARD's prior inspection and written approval. This clause shall survive the expiration or sooner termination of the Agreement.

ARTICLE 29 - NON-EXCLUSIVE AGREEMENT

The parties understand and agree this Agreement is a non-exclusive agreement and the parties hereto may participate in other comparable programs to and from any other person or entity.

ARTICLE 30 - ENTIRETY OF AGREEMENT

SCHOOL BOARD and the LAW FIRM agree that this Agreement and any documents made a part thereof, sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 31 - OTHER CONDITIONS

Legal Authority: It is understood that those signing this Agreement have the legal authority to enter into binding Agreements.

Terms and Conditions: This Agreement contains all the terms and conditions agreed upon by the Parties. Items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto.

ARTICLE 32 - NOTICE

All formal notices, proposed changes and determinations between the parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, to the parties at the contact information listed below:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
Office of Legal Services
Attn: General Counsel for OCPS
445 W Amelia Street, Ninth Floor

Swann Hadley Stump Dietrich & Spears, P.A.
Attn: Stuart Buchanan

1031 W. Morse Blvd., Suite 350

Orlando, FL 32801

Winter Park, Florida 32789

IN WITNESS WHEREOF, SCHOOL BOARD has made and executed this Agreement and Swann Hadley Stump Dietrich & Spears, P.A. in association with Broad and Cassel has made and executed this Agreement on the day and year above written.

Swann Hadley Stump Dietrich & Spears, P.A.

WITNESS:

By

Rhonda Powell 5-29-14
Name & Title (Type or Print) Date

For: Swann Hadley Stump Dietrich & Spears, P.A.

Stuart Buchanan
Authorized Representative Signature

Stuart Buchanan 5-29-14
Name & Title (Type or Print) Date

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA:

ATTEST

By

Nila A. Anderson 8/21/14
Name & Title (Type or Print) Date

Michael Eugene
Authorized Representative Signature

Michael Eugene, Chief Operations Officer

8/21/14
Date

Reviewed by:

Woody Rodriguez
Woody Rodriguez, SCHOOL BOARD General Counsel

8/16/14
Date

Fee Schedule

REAL ESTATE TRANSACTIONAL SERVICES:

Proposed Hourly Rate for the Principal Attorney/Senior Attorney	\$200.00
Proposed Hourly Rate for Associates	\$160.00
Proposed Hourly Rate for Paralegals	\$85.00

EMINENT DOMAIN SERVICES:

Proposed Hourly Rate for the Principal Attorney/Senior Attorney	\$225.00
Proposed Hourly Rate for Associates	\$160.00
Proposed Hourly Rate for Paralegals	\$85.00

Scope of Services

The LAW FIRM will provide professional legal services on a case-by-case basis relating to:

- Public real estate transactions
- Telephone consultations with District staff including appraisers, hired experts, third party claims adjusters or advisors
- Hire and retain consultants such as appraisers, land use experts, etc. with General Counsel approval
- Review proposed real estate contracts and agreements, as requested
- Assist with negotiations for the acquisition of real property, as requested
- Issue title opinions for real property subject to lease to the Orange County School Board by the Orange County School Board Leasing Corporation
- Provide legal opinions, as needed, on developing legislative issues or cases relevant to the acquisition of property by governmental agencies
- Provide representation before administrative boards or political bodies, as necessary
- Initiate and represent the Orange County School Board in eminent domain proceedings, as needed
- Provide estimated fees and costs for each case assigned to the law firm, upon request
- Provide no less than quarterly reporting to the General Counsel on pending matters

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
(Legal Services)**

CONTRACT NO. 001111

This Contract is made this ____ day of ____, 20__, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and MATEER & HARBERT, P.A., hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide legal services; and

WHEREAS, on or about June 26, 2013, the CONTRACTOR's predecessor entered into an agreement with The School Board of Orange County to provide the same services as required by the AUTHORITY, which agreement was assigned to CONTRACTOR on or about August 20, 2013, as shown by the Contract and assignment attached hereto; and

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONTRACTOR's predecessor (Wilson, Garber, and Small, P.A.) had an existing contract with The School Board of Orange County in partnership with Swann, Hadley, Stump, Dietrich & Spears for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by The School Board of Orange County; and

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with The School Board of Orange County, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. RECITALS

The recitals are true and incorporated as terms.

2. ADOPTION OF TERMS IN THE CONTRACT WITH THE SCHOOL BOARD

The parties adopt the terms and conditions in the Contract with the School Board ("School Board Contract") attached hereto, by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The terms, "The School Board of Orange County," "Orange County School Board," "SCHOOL BOARD," and "OCPS"CONTRACTOR" in the School Board Contract shall be replaced with the "Central Florida Expressway Authority," "the AUTHORITY," or "CFX."

2.2 The name "Swann Hadley Stump Dietrich & Speers, P.A." in the School Board Contract shall be replaced with "Mateer & Harbert, P.A."

2.3 The first paragraph of Article 3 entitled, "Term and Termination," in the School Board Contract shall be replaced with the following: "This Agreement shall be effective for an initial term commencing on April __, 2015, and shall continue through April __, 2018, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of the AUTHORITY. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term." The remaining paragraphs in Article 3 of the School Board Contract remain unchanged, but for the substitutions set forth above.

2.4 The references to Risk Management in Article 11 entitled, "Insurance," shall be replaced with "Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807, Attention: Procurement Director and General Counsel."

2.5 The contact information in Article 32 entitled, "Notice," shall be replaced with the following:

As to CONTRACTOR: Mateer & Harbert, P.A.
 Two Landmark Center, Suite 600
 225 East Robinson Street
 Orlando, FL 32801-4322
 Attention: Jay W. Small, Esq.

As to AUTHORITY: Central Florida Expressway Authority
 4974 ORL Tower Road
 Orlando, Florida 32807
 Attention: General Counsel

3. SERVICES TO BE PROVIDED. The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY. For ease of reference, the services to be provided are reiterated below.

Scope of Services

The LAW FIRM will provide professional legal services on a case-by-case basis relating to:

- Public real estate transactions
- Telephone consultations with AUTHORITY staff including appraisers, hired experts, third party claims adjusters or advisors
- Hire and retain consultants such as appraisers, land use experts, etc., with General Counsel approval
- Review proposed real estate contracts and agreements, as requested
- Assist with negotiations for the acquisition of real property, as requested
- Issue title opinions for real property subject to lease to the AUTHORITY
- Provide legal opinions, as needed, on developing legislative issues or cases relevant to the acquisition of property by governmental agencies
- Provide representation before administrative boards or political bodies, as necessary
- Initiate and represent the AUTHORITY in eminent domain proceedings, as needed
- Provide estimated fees and costs for each case assigned to the law firm, upon request
- Provide no less than quarterly reporting to the General Counsel on pending matters

4. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with the School Board. For ease of reference, the rates are reiterated below.

Fee Schedule

REAL ESTATE TRANSACTIONAL SERVICES:

Proposed Hourly Rate for the Principal Attorney/Senior Attorney	\$200.00
Proposed Hourly Rate for Associates	\$160.00
Proposed Hourly Rate for Paralegals	\$85.00

EMINENT DOMAIN SERVICES:

Proposed Hourly Rate for the Principal Attorney/Senior Attorney	\$225.00
Proposed Hourly Rate for Associates	\$160.00
Proposed Hourly Rate for Paralegals	\$85.00

In addition, CONTRACTOR agrees to the following cost containment strategies. The AUTHORITY will receive a five percent (5%) discount for payment of invoices within thirty (30) days of receipt. The AUTHORITY will receive an additional five percent (5%) volume discount for annual attorneys and paralegal fees in excess of \$250,000.00 per year.

CONTRACTOR will not bill AUTHORITY for more than one attorney to prepare for and attend depositions. It will not bill for more than one attorney and paralegal at trial. It will not bill for multiple attorneys to attend hearings or mediation. It will not bill for joint attorney conferences or meetings.

Pre-condemnation consultation will be billed at transactional rates until General Counsel directs that counsel initiate condemnation proceedings.

5. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's Contract with the School Board.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

6. PUBLIC RECORDS

CONTRACTOR is required to comply with the Public Records Act in Chapter 119, Florida Statutes, as and to the extent applicable. Upon receipt of any request by a member of the public for any documents, papers, letters, or other material that constitute public records subject to the provisions of Chapter 119, Florida Statutes, and have been made or received by CONTRACTOR in conjunction with this Contract, CONTRACTOR shall immediately notify the AUTHORITY. To the extent that such request seeks non-exempt public records, CONTRACTOR shall provide such records for inspection and copying in compliance with Chapter 119. To the extent that such request seeks exempt or confidential public records, CONTRACTOR shall assert the applicable exemption and statutory citation. A refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY. In addition, within six (6) months of final record activity in a file, CONTRACTOR shall transmit the file, including all public records and originals in that file, to the AUTHORITY.

7. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.

8. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR acknowledges that AUTHORITY officials and employees are subject to the Statutory Code of Ethics codified in Chapter 112, Part III, and the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will by reference be made a part of this Contract as though set forth in full.

10. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

11. SUBLETTING AND ASSIGNMENT

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the

AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

12. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

13. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

13.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

13.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

14. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the Authority's Board of Directors at its meeting on April 9, 2015.

APPROVED BY:

CONTRACTOR

By: _____

Print Name and Title

Attest: _____(Seal)

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY

23 MAR '15 AM 11:31

Client: **Orange County Public Schools**

☐ I consent to the continuance of my representation by J. Christy Wilson, III and Kurt H. Garber of Wilson & Garber, P.A., and hereby acknowledge the assignment of my existing employment agreement with Wilson, Garber & Small, P.A., to Wilson & Garber, P.A., and I hereby release Wilson, Garber & Small, P.A., from any further responsibility in connection with such representation. I also agree that any escrow funds held by Wilson, Garber & Small, P.A., may be transferred to a Wilson & Garber, P.A., escrow account.

☒ I consent to the continuance of my representation by Jay W. Small at Mateer & Harbert, P.A. I consent to be represented by Mateer & Harbert, P.A. and hereby acknowledge the assignment of my existing employment agreement with Wilson, Garber & Small, P.A., to Mateer & Harbert, P.A., and I hereby release Wilson, Garber & Small, P.A., from any further responsibility in connection with such representation. I also agree that any escrow funds held by Wilson, Garber & Small, P.A., may be transferred to a Mateer & Harbert, P.A., escrow account.

☐ I will retain other counsel, and authorize the release of all matters and files to:

In the event you elect to retain other counsel, please be advised that consistent with the Rules of Ethics regulating the Florida Bar, you may be responsible for payment of reasonable attorneys' fees and costs incurred in representing you by Wilson, Garber & Small, P.A.


Printed Name: David A. Moore

8/22/13
Date

Agreement

By and Between

The School Board of Orange County, Florida

and

Swann Hadley Stump Dietrich & Spears, P.A.

for

Legal Services, Lot 1, "Real Estate"

This Agreement is made as of the June 26, 2013 by and between The School Board of Orange County, Florida, a political subdivision of the State of Florida, located at 445 West Amelia Street, Orlando, FL 32801 (hereinafter referred to as "School Board") and, Swann Hadley Stump Dietrich & Spears, P.A., a Florida corporation, located at: 1031 W. Morse Blvd., Suite 350, Winter Park, Florida 32789, hereinafter referred to as "the LAW FIRM").

WITNESSETH:

WHEREAS, SCHOOL BOARD desires to obtain professional legal services; and

WHEREAS, the LAW FIRM has the staff and expertise to provide specific legal services to SCHOOL BOARD; and,

WHEREAS, the LAW FIRM has been selected through a public competitive bidding procurement process to provide certain legal services to SCHOOL BOARD;

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions of terms associated with this Agreement are provided to establish a common understanding between both parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement.

"AGREEMENT" refers to the executed Agreement by and between SCHOOL BOARD and the LAW FIRM.

"AMENDMENT" means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to that certain scope of professional services ("**Services**"), attached hereto as "Exhibit A" and incorporated herein by reference, that contemplates a change in the Services, work, and materials to be provided and performed by the LAW FIRM pursuant to this Agreement, sets forth the basis of compensation due to the LAW FIRM, and sets forth the time period and/or schedule for performance and completion thereof.

"CONFIDENTIALITY" For purposes hereof, "confidential information" shall mean any non-public information of the other party that is designated as confidential, or that the receiving party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential information shall not include any information which: (a) a party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other party; (b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a party; (c) a party has developed independently without reference to any confidential information of the other party; (d) a party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (e) is subject to the Florida Public Records Law, Chapter 119, Florida Statutes or any other information required to be disclosed by a valid court order or agency of government.

"The LAW FIRM" means Swann Hadley Stump Dietrich & Spears, P.A. , authorized to conduct business in the State of Florida, offering professional Services hereunder which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the legal Services, work and materials including any sub-consultant, required under the covenants, terms and provisions contained in this Agreement and any and all Amendments thereto.

"FUNDS" shall mean payment made by SCHOOL BOARD to The LAW FIRM.

"OCPS" shall mean Orange County Public Schools.

"PARTIES" shall mean the parties entering into this Agreement, SCHOOL BOARD and The LAW FIRM respectively.

"SERVICES" shall mean the professional services as set forth and required, pursuant to the Agreement and described in further detail on "Exhibit A" attached hereto and incorporated herein by reference.

ARTICLE 2 - AMENDMENTS AND MODIFICATIONS

No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

ARTICLE 3 - TERM AND TERMINATION

This Agreement shall be effective for an initial term commencing on June 26, 2013, and shall continue through June 25, 2016, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties.

If any deficiency occurs during the term of this Agreement caused by the LAW FIRM, the LAW FIRM shall have ten (10) days to correct the deficiency. Deficiencies must be corrected within ten (10) days; otherwise a recommendation will be made to SCHOOL BOARD for immediate cancellation. Upon cancellation hereunder, SCHOOL BOARD may pursue any and all legal remedies as provided herein and by law.

SCHOOL BOARD, reserves the right to terminate this Agreement, at any time and for any reason, upon giving sixty (60) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, SCHOOL BOARD will be relieved of all obligations under said contract. SCHOOL BOARD will be required to pay to the LAW FIRM only that amount of the contract actually performed to the date of termination. Access to any and all work papers or work product will be provided to SCHOOL BOARD after the Termination of the contract.

the LAW FIRM will have the option to terminate the contract upon written notice to the Senior Director of Procurement Services. Such notice must be received at least sixty (60) days prior to the effective date of termination.

Cancellation of contract by the LAW FIRM may result in removal from future solicitations for a period of three years.

ARTICLE 4 - BILLING

The LAW FIRM shall submit monthly billing for each particular matter. Payment will be satisfied pursuant to the provision of Article 5 hereunder. Invoices should provide a concise summary of each entry which will sufficiently describe the particular entry. The LAW FIRM shall record and bill time in one-tenth of an hour increments (or every six minutes). SCHOOL BOARD shall reserve the right request additional documentation for any charge and the parties may agree to delete, strike or waive any disputed charges submitted. SCHOOL BOARD also reserves the right to request new invoicing be submitted, if necessary, at no additional charge.

Expenses related to the matters handled by the LAW FIRM shall be reimbursed by SCHOOL BOARD, except that there shall NOT be reimbursement for any of the following: POSTAGE, LONG DISTANCE

CHARGES, FAX TRANSMISSIONS, SCANNING and/or MEALS.

The LAW FIRM may request that payments be made directly to the service provider. However, in order for SCHOOL BOARD to process direct payments, service providers must be registered OCPS vendors. Reimbursement of expenses will be made only in the exact amounts incurred by the the LAW FIRM without any mark up or multipliers and will require submittal of receipts in support of the expenses. Photocopying charges will be reimbursed at the rate of ten cents (\$0.10) per page. Expenses over the amount of \$500.00 will require prior authorization from the General Counsel. Expenses incidental to travel outside of Orange County will be compensated at the State of Florida per diem rate.

ARTICLE 5 - PAYMENT

SCHOOL BOARD agrees to provide Funds for the Agreement as outlined in "Exhibit B." Payments shall be made on or about forty-five (45) days after SCHOOL BOARD's receipt of invoice. SCHOOL BOARD shall pay these fees to the LAW FIRM for services rendered as outlined in "Exhibit B" which includes all direct charges, indirect charges and reimbursable expenses, if any. SCHOOL BOARD, through its General Counsel, reserves the right to contest any charge or charges including a request for greater clarification and detail on any line item submitted for payment. The parties agree that SCHOOL BOARD reserves the sole right to determine if any discrepancies in billing practices or invoices are significant, If deemed significant, SCHOOL BOARD unilaterally reserves the right to terminate the Agreement pursuant to the termination provisions contained in this Agreement.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of SCHOOL BOARD under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and SCHOOL BOARD.

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the LAW FIRM shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be adjusted to exclude any significant sums should SCHOOL BOARD determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to an outside LAW FIRM. SCHOOL BOARD shall exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 8 - PERSONNEL

The LAW FIRM represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of SCHOOL BOARD.

All of the services required herein under shall be performed by the LAW FIRM or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services.

Any changes in the Principal Lawyer position must be made known to SCHOOL BOARD' representative as soon as it is reasonably possible. The LAW FIRM agrees to work closely with SCHOOL BOARD to ensure that the work and cooperation between the two organizations is efficient and mutually productive to both parties.

Fingerprinting (Jessica Lunsford Act): the LAW FIRM and any of his employees performing services hereunder shall comply with any and all applicable requirements of the Jessica Lunsford Act which provides in pertinent part in Section 1012.465, Florida Statutes, that:

Except as provided in s. 1012.467 or s. 1012.468 (Florida Statutes), non-instructional school district employees or contractual personnel who are permitted access on school

grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32 (Florida Statutes). Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

The cost of screening any applicable personnel shall be borne by the LAW FIRM. Key LAW FIRM personnel, as identified by the parties, may apply for any identification badges as issued by OCPS to other vendors to allow key LAW FIRM employees access to SCHOOL BOARD and OCPS facilities. Note that membership in the Florida Bar or any other Bar does not confer access to OCPS facilities nor is there any current exception for attorneys under the Jessica Lunsford Act.

ARTICLE 9 - FEDERAL AND STATE TAX

SCHOOL BOARD is exempt from Federal Tax and State Tax for Tangible Personal Property. SCHOOL BOARD will sign an exemption certificate submitted by the LAW FIRM. The LAW FIRM shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with SCHOOL BOARD, nor shall the LAW FIRM be authorized to use SCHOOL BOARD' Tax Exemption Number in securing such materials.

The LAW FIRM shall be responsible for payment of its own FICA and Social Security benefits with respect to this Contract, as well as any other applicable taxes.

ARTICLE 10 - DOCUMENTATION AND REPORTING

In the performance of this Agreement, the LAW FIRM shall maintain books, records and accounts of all activities in compliance with standard accounting procedures and for all activities outlined in "Exhibit A," as attached. Also, LAW FIRM shall maintain and produce for inspection any public records, including those for matters regarding litigation, created or produced on behalf of the SCHOOL BOARD and subject to the provisions of Chapter 119, Florida Statutes.

ARTICLE 11 – INSURANCE

SCHOOL BOARD in its sole discretion, reserves the right to require all such appropriate and applicable insurance, and in the minimum amounts, as described herein:

The Law firm shall obtain and maintain in full force and effect throughout the initial Term and any Renewal Term, with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company. Insurance coverage shall consist of the following:

General Liability Insurance in amounts of not less than One Million Dollars (\$1,000,000) for injury to any one person and One Million Dollars (\$1,000,000) for property damage. All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Orange County Public School (SCHOOL BOARD) and (b) SCHOOL BOARD is to be named as an additional insured party with respect to Respondent activities.

Worker's Compensation Insurance: The Law firm shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440 including Employers Liability limits of \$500,000 per accident for bodily injury, \$500,000 per employee for bodily injury by disease and \$500,000 policy limit for bodily injury by disease. The Law firm shall require all subcontractors to maintain such insurance during the life of this Contract.

Professional Liability Insurance: The Law firm shall maintain during the life of this Contract and for five years after expiration of contract a professional liability limit of \$1,000,000.00.

All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Orange County Public School (OCPS) and (b) OCPS is to be named as an additional insured party with respect to Respondent activities.

All policies required by this contract, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by OCPS Risk Management, are to be written on an occurrence basis, shall name Orange County School Board as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against Orange County School Board.

Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Orange County School Board Risk Management (445 W. Amelia Street, Orlando, FL 32801. Attn. Risk Mgmt) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by OCPS Risk Management before the Law firm will be allowed to commence or continue work. All certificates will reference the contract, bid, project or job number on the certificate. All insurance carriers listed on the certificate must have their corresponding AM Best carrier ID listed.

ARTICLE 12 - TIME OF ESSENCE

Time is of the essence concerning the performance of all terms and conditions of this Agreement.

ARTICLE 13 - STANDARD OF CARE AND DISCLOSURE OF PROFESSIONAL MISCONDUCT

In providing Services under this Agreement, the LAW FIRM will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by SCHOOL BOARD, the LAW FIRM will correct those Services not meeting such a standard. LAW FIRM agrees to notify SCHOOL BOARD in writing of ANY members of the firm that may be reprimanded, suspended, disbarred or otherwise disciplined by the Florida Supreme Court during the course of this Agreement.

ARTICLE 14 - INDEMNIFICATION

The LAW FIRM shall indemnify and hold harmless SCHOOL BOARD, its officers, agents, and employees harmless from and against all claims, suits, actions, damages and/or cause of action which may arise from any negligent act or omission of the LAW FIRM, its agents, servants, or employees as a result of the performance of services under this Contract, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of SCHOOL BOARD as set forth in Section 768.28, Florida Statutes.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

SCHOOL BOARD and the LAW FIRM each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither SCHOOL BOARD nor the LAW FIRM shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of SCHOOL BOARD, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than SCHOOL BOARD and the LAW FIRM.

ARTICLE 16 - GOVERNING LAW AND REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary and arising out of the Agreement will have its venue in the Ninth Judicial Circuit Court for Orange County

and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - CONFLICTS OF INTEREST

The LAW FIRM represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The LAW FIRM further represents that no person having any interest shall be employed for said performance. The LAW FIRM shall promptly notify SCHOOL BOARD in writing by certified mail through the SCHOOL BOARD General Counsel of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence the LAW FIRM's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances, the nature of work that the LAW FIRM may undertake and request an opinion of SCHOOL BOARD as to whether the association, interest or circumstance would, in the opinion of SCHOOL BOARD, constitute a conflict of interest if entered into by the LAW FIRM. SCHOOL BOARD agrees to notify the LAW FIRM of its opinion by certified mail within 30 calendar days of receipt of notification by the LAW FIRM. If, in the opinion of SCHOOL BOARD, the prospective business association, interest or circumstance would not constitute a conflict of interest by the LAW FIRM, SCHOOL BOARD shall so state in the notification and the LAW FIRM shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to SCHOOL BOARD by the LAW FIRM under the terms of this Contract. If SCHOOL BOARD in its sole discretion determines that there is a conflict, the LAW FIRM shall not enter into or terminate the Contract with the business associate.

The LAW FIRM shall also notify SCHOOL BOARD in writing, through the SCHOOL BOARD General Counsel of any potential conflicts regarding the representation of the SCHOOL BOARD or OCPS and any other clients the LAW FIRM may represent. The disclosure and ability to waive or not waive any conflicts shall be at the sole discretion of the SCHOOL BOARD and pursuant to any professional rules of conduct promulgated by either the Supreme Court or the Florida Bar governing potential or actual conflicts.

ARTICLE 18 - INDEPENDENT CONSULTANT RELATIONSHIP

The LAW FIRM is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of SCHOOL BOARD. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the LAW FIRM's sole direction, supervision, and control. The LAW FIRM shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the LAW FIRM's relationship and the relationship of its employees to SCHOOL BOARD shall be that of an independent contractor and not as employees or agents of SCHOOL BOARD. The LAW FIRM does not have the power or authority to bind SCHOOL BOARD in any promise, agreement or representation other than specifically provided for in this Agreement or as otherwise agreed upon in writing by the parties.

Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the parties or any affiliate thereof, or to provide any party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other party.

ARTICLE 19 - ARREARS

The LAW FIRM shall not pledge SCHOOL BOARD's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The LAW FIRM further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

ARTICLE 20 - DISCLOSURE OF OWNERSHIP OF DOCUMENTS

The party receiving Confidential Information will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, confidential information of the other party without the prior written consent of said party. Neither party shall be liable for disclosure of confidential information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, Florida Statutes.

ARTICLE 21 - CONTINGENT FEES

The LAW FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LAW FIRM to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the LAW FIRM, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract

ARTICLE 22 - ACCESS AND AUDITS

The LAW FIRM shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least seven (7) years after completion of this Contract. SCHOOL BOARD or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts and transcription during normal business hours, at SCHOOL BOARD's cost, upon five (5) days written notice

ARTICLE 23 - NONDISCRIMINATION

The LAW FIRM warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age or national origin

ARTICLE 24 - SURVIVAL

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The insurance and indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.

ARTICLE 25 - AUTHORITY TO REPRESENT

The LAW FIRM hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct business and that it will, at all times, conduct its business activities in a reputable and ethical manner.

ARTICLE 26 - COMPLIANCE WITH LAWS

The LAW FIRM agrees to comply with all laws, codes, rules, and regulations bearing on the conduct of work, including those of the Federal, State, and local agencies having jurisdiction.

ARTICLE 27 - SEVERABILITY

If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - NAMES; TRADEMARKS

The LAW FIRM shall acquire no rights under the Agreement to, and shall not use, the name of SCHOOL BOARD, OCPS, or the name of "Orange County Public Schools" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "**SCHOOL BOARD Marks**") in any of the LAW FIRM's advertising, publicity or promotion; to express or imply any endorsement by SCHOOL BOARD or Orange County Public Schools of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SCHOOL BOARD, except as expressly permitted herein. No advertisement, publication or other use of SCHOOL BOARD Marks shall be published or otherwise promulgated by the LAW FIRM without SCHOOL BOARD's prior inspection and written approval. This clause shall survive the expiration or sooner termination of the Agreement.

ARTICLE 29 - NON-EXCLUSIVE AGREEMENT

The parties understand and agree this Agreement is a non-exclusive agreement and the parties hereto may participate in other comparable programs to and from any other person or entity.

ARTICLE 30 - ENTIRETY OF AGREEMENT

SCHOOL BOARD and the LAW FIRM agree that this Agreement and any documents made a part thereof, sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 31 - OTHER CONDITIONS

Legal Authority: It is understood that those signing this Agreement have the legal authority to enter into binding Agreements.

Terms and Conditions: This Agreement contains all the terms and conditions agreed upon by the Parties. Items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto.

ARTICLE 32 - NOTICE

All formal notices, proposed changes and determinations between the parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, to the parties at the contact information listed below:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
Office of Legal Services
Attn: General Counsel for OCPS
445 W Amelia Street, Ninth Floor

Swann Hadley Stump Dietrich & Spears, P.A.
Attn: Stuart Buchanan

1031 W. Morse Blvd., Suite 350

Orlando, FL 32801

Winter Park, Florida 32789

IN WITNESS WHEREOF, SCHOOL BOARD has made and executed this Agreement and Swann Hadley Stump Dietrich & Spears, P.A. in association with Broad and Cassel has made and executed this Agreement on the day and year above written.

Swann Hadley Stump Dietrich & Spears, P.A.

WITNESS:

By

Rhonda Powell

Rhonda Powell 5-29-14
Name & Title (Type or Print) Date

For: Swann Hadley Stump Dietrich & Spears, P.A.

Stuart Buchanan

Authorized Representative Signature

Stuart Buchanan 5-29-14
Name & Title (Type or Print) Date

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA:

ATTEST:

By

Nila A. Anderson

Nila A. Anderson 8/21/14
Name & Title (Type or Print) Date

Michael Eugene
Authorized Representative Signature

Michael Eugene, Chief Operations Officer

8/21/14
Date

Reviewed by:

Woody Rodriguez, SCHOOL BOARD General Counsel

8/12/14
Date

"EXHIBIT A"

Scope of Services

The LAW FIRM will provide professional legal services on a case-by-case basis relating to:

- Public real estate transactions
- Telephone consultations with District staff including appraisers, hired experts, third party claims adjusters or advisors
- Hire and retain consultants such as appraisers, land use experts, etc. with General Counsel approval
- Review proposed real estate contracts and agreements, as requested
- Assist with negotiations for the acquisition of real property, as requested
- Issue title opinions for real property subject to lease to the Orange County School Board by the Orange County School Board Leasing Corporation
- Provide legal opinions, as needed, on developing legislative issues or cases relevant to the acquisition of property by governmental agencies
- Provide representation before administrative boards or political bodies, as necessary
- Initiate and represent the Orange County School Board in eminent domain proceedings, as needed
- Provide estimated fees and costs for each case assigned to the law firm, upon request
- Provide no less than quarterly reporting to the General Counsel on pending matters

"EXHIBIT B"

Fee Schedule

REAL ESTATE TRANSACTIONAL SERVICES:

Proposed Hourly Rate for the Principal Attorney/Senior Attorney	\$200.00
Proposed Hourly Rate for Associates	\$160.00
Proposed Hourly Rate for Paralegals	\$85.00

EMINENT DOMAIN SERVICES:

Proposed Hourly Rate for the Principal Attorney/Senior Attorney	\$225.00
Proposed Hourly Rate for Associates	\$160.00
Proposed Hourly Rate for Paralegals	\$85.00



CERTIFICATE OF LIABILITY INSURANCE

SWANN-1 OP ID: KAWA

DATE (MM/DD/YYYY)

05/19/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018 Brown & Brown of FL Inc	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED SWANN & HADLEY, STUMP, DIETRICH & SPEARS, P A 1031 W MORSE BLVD STE 350 WINTER PARK, FL 32789	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Economy	
	NAIC #	
	19690	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		02BP84879950	11/06/13	11/06/14	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Business Owners						PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			02BP84879950	11/06/13	11/06/14	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.I. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Orange County School Board Risk Management is listed as Additional Insured
Designated Person or Organization per form BP7057.

CERTIFICATE HOLDER

ORCOSC1

Orange County School Board
Risk Management
445 West Amelia St
Orlando, FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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