

## **AGREEMENT FOR LEGAL SERVICES**

(Housing Finance Authority of Leon County)

THIS AGREEMENT FOR LEGAL SERVICES ("Agreement") is entered into on the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between the HOUSING FINANCE AUTHORITY OF LEON COUNTY a/k/a the Leon County Housing Finance Authority, a local government body, corporate and politic (the "Authority") and KNOWLES & RANDOLPH, P.A., a Florida Corporation (the "Firm").

### W I T N E S S E T H

WHEREAS, the Authority has determined that it would be in the best interest of the citizens of Leon County, Florida, that the Authority be able to utilize the services of private persons when such services cannot be reasonably provided by the Authority; and

WHEREAS, the Authority has determined that it would be better to contract for legal counsel services than to hire the necessary personnel to satisfy the needs of the Authority; and

WHEREAS, in order to secure the lowest cost for legal counsel services, the Authority has sought and received competitive bids from firms for such services.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the Authority and the Firm agree as follows:

1. Scope of Services. The Authority hereby retains the Firm to act as General Counsel for matters relating to the Authority, including but not limited to the following:

- a. Attending all Board meetings of the Authority and, when so requested, meetings of its committees;
- b. Attend Authority staff meetings when so requested;
- c. Representation of the Authority in any litigation instituted by or against it, when so requested by the Authority;
- d. Generally provide legal services and advice in connection with the maintenance and operation of the Authority, in matters such as: conducting meetings, the enabling statute, ordinances and bylaws, "Sunshine Law," state ethics law and the Leon County Code, public request and records law issues, public contracts and procurement of services, corporate governance issues, interlocal issues, rules, policies, and any other areas of law as requested by the Authority;
- e. Advising the Authority and its staff as to new or changed policies related to practices and procedures, including State of Florida statutes and the Leon County Code. The foregoing may include bond financing policies (by way of example, and not limitation, policies related to unrated bonds, and issuer indemnities) or matters specifically related to Authority internal matters (such as rules, policies and procedures);
- f. Preparing or assisting staff with resolutions and actions;

g. Assist and advise the Authority in and during negotiations with any entity with which it desires to do business; and

h. Executing any task orders as directed by the Authority to handle the marketing and/or sale of real property owned and held by the County for the benefit of the Authority.

The foregoing list of responsibilities represents only a general description of the scope of services to be performed by General Counsel and is not intended by the parties to be an exhaustive list of such services, inasmuch as the General Counsel will be required to provide legal services as required by the Authority and its staff on an “as requested” basis. The Firm is expected to employ such persons as may be required to assist in providing the legal services required by the terms of this Agreement. The Firm shall assign Dawn Whitehurst as lead attorney to act as General Counsel to the Authority, with the understanding that should Dawn Whitehurst be unavailable for a particular function another firm attorney may appear. Examples of responsibilities within the scope of services include but are not limited to:

2. Work. Any work to be performed by the Firm shall be upon the request of the Authority’s Chairman, Financial Advisor, or other representative as authorized by the Authority. The performance of the Authority of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within this Agreement.

3. Term. The term of this Agreement (“Term”) shall be for a period of five (5) years, commencing on the Effective Date (as defined hereinabove); provided, however, that such five-year Term shall be subject to the parties’ Early Termination Option as set forth in paragraph 3.a below and the general termination provisions in paragraph 14 below. After the initial five-year Term, at the sole option of the Authority, the Term may be extended for no more than two additional periods of one (1) year each, and shall be subject to the same terms and conditions as set forth in this Agreement. Such one-year extensions of the Term shall be automatic unless the Authority provides written notice of non-renewal to the Firm no less than thirty (30) days prior to the expiration date of the then current period of the Term.

a. Early Termination Option. The Authority and the Firm each shall have the option, with no penalty or fee, to reduce the length of the initial Term by terminating the Agreement at the end of any of the one-year periods of the Term (“Early Termination Option”). The Early Termination Option may be exercised by either the Authority or the Firm by delivering to the other party, no later than ninety (90) days prior to the end of any one-year period of the Term, written notification of its intention to exercise its Early Termination Option effective on the anniversary date of the next one-year period of the Term.

4. Compensation. The Firm shall be compensated by the Authority for each hour of General Counsel services provided by any attorney of the Firm in accordance with the following schedule:

a. \$150.00 per hour for services while in attendance at Board meetings of the Authority;

b. \$250.00 per hour for all other services included within the scope of services listed in paragraph 1 above, with the exception of the following:

(1) representing the Authority in any litigation matter; and

(2) representing the Authority as issuer in any bond financing matter, which representation shall be compensated as a cost to be determined as part of the bond financing package;

c. \$350.00 per hour for services provided while representing the Authority in any litigation matter.

The hourly rates set forth in this paragraph 4 shall represent the total cost the Authority will be charged for such services, including but not limited to all General Counsel's personal service fee(s), photocopying, long distance telephone calls, mileage, travel within Leon County, parking, office supplies, office space, and all materials, equipment, and facilities necessary for the support of personnel in the performance of such services under this Agreement. However, the parties expressly agree that any expenses of litigation or similar extraordinary expenses not in the normal course of the firm's business ( including, but not limited to title search costs, court filing fees, expert witness fees, service of process, closing costs, etc.) shall be paid by the Authority as and when same are incurred. The Firm shall not be responsible for advancing any such costs.

5. Payments. The Authority shall pay the Firm no later than thirty (30) days after the Authority's receipt and approval of the Firm's invoice for services.

6. Prompt Payment Information Requirements.

a. The Authority's authorized representative for notice and payment of invoices is:

Lamarr D. Kemp, Sr,  
Director, Housing Services  
Office of Human Services & Community Partnerships  
918 Railroad Ave.  
Tallahassee, FL 32310  
(850) 606-1900  
KempL@leoncountyfl.gov

b. The Firms' authorized representative for notice is:

Roosevelt Randolph  
3065 Highland Oaks Terr.  
Tallahassee, FL 32301  
(850) 222-3768  
[rrandolph@knowlesandrandolph.com](mailto:rrandolph@knowlesandrandolph.com)

With copies to: Dawn Whitehurst

c. Proper Form of Invoice: A numbered invoice document with date of invoice, itemized listing of all services being billed with applicable hourly rates and number of hours, billing contact person information, and Federal tax identification number. The

invoice shall be properly addressed to the Authority's authorized representative listed in paragraph 6.a above and mailed or otherwise delivered to that address. Delivery to another Authority address shall void the invoice.

7. Status. The Firm, at all times relevant to this Agreement, shall be an independent contractor and in no event shall the Firm nor any employees or sub-contractors under it be considered to be employees of the Authority.

8. Insurance. The Firm shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the responsibility of the Firm.

a. Minimum Limits of Insurance. The Firm shall maintain limits no less than:

(1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

(3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

(4) Professional Liability Insurance, including errors and omissions, for all services provided under the terms of this Agreement with minimum limits of \$1,000,000 per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment of services provided under this Agreement.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages:

i. The Authority is to be named as Additional Insured;

ii. The Authority, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Firm, including the insured's general supervision of the Firm; products and completed operations of the Firm; premises owned, occupied or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protections afforded the Authority, its officers, officials, employees or volunteers;

iii. The Firm's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be excess of the Firm's insurance and shall not contribute with it;

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees or volunteers; and

v. The Firm's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages:

i. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority;

d. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

e. Verification of Coverage. The Firm shall furnish the Authority with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

f. Subcontractors. The Firm shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. Permits. The Firm shall pay for all necessary permits as required by law.

10. Licenses. The Firm shall be responsible for obtaining and maintaining its city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Firm, by reason of revocation, failure to

renew, or any other reason, fail to maintain its license to operate, the Firm shall be in default as of the date such license is lost.

11. Assignments. This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the Authority nor shall the Firm assign any monies due or to become due to it hereunder without the previous written consent of the Authority.

12. Indemnification. The Firm agrees to indemnify, defend and hold harmless the Authority, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Firm, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The Authority may, at its sole option, defend itself or require the Firm to provide the defense. The Firm acknowledges that ten dollars (\$10.00) of the amount paid to the Firm is sufficient consideration for the Firm's indemnification of the Authority.

13. Audits, Records, and Records Retention. The Firm agrees:

a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Firm under this Agreement;

b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

c. Upon completion or termination of the Agreement and at the request of the Authority, the Firm will cooperate with the Authority to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 13.b above;

d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Authority;

e. Persons duly authorized by the Authority and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of Firm's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained;

f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments; and

g. The Firm agrees to comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:

(1) Keep and maintain public records required by the Authority to perform the scope of services required under this Agreement;

(2) Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Firm does not transfer the records to the Authority.

(4) Upon termination of the Agreement, transfer, at no cost, to the Authority, as requested, all public records in possession of the Firm or keep and maintain public records required by the Authority to perform the scope of services required hereunder. If the Firm transfers all public records to the Authority, as requested, upon termination of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon termination of the Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT (850) 606-1900, KEMPL@LEONCOUNTYFL.GOV, OFFICE OF HUMAN SERVICES & COMMUNITY PARTNERSHIPS, 918 RAILROAD AVENUE, TALLAHASSEE, FL 32310.**

14. Termination. Notwithstanding the provisions set forth in paragraph 3, the Authority may terminate this Agreement without cause, by giving the Firm thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The Authority shall not be required to give the Firm such thirty (30) day written notice if, in the opinion of the Authority, the Firm is unable to perform its obligations hereunder, or if in the Authority's opinion, the services being provided are not satisfactory. In such case, the Authority may immediately terminate the Agreement by mailing a notice of termination to the Firm.

15. Public Entity Crimes Statement. In accordance with Section 287.133, Florida Statutes, the Firm hereby certifies that to the best of his knowledge and belief that no member of the Firm nor any individuals affiliated with the Firm has been convicted of a public entity crime. The members of the Firm and its affiliates shall provide the Authority with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Firm shall be grounds for cancellation of this Agreement by the Authority.

16. Unauthorized Alien(s). The Firm agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The Authority shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Authority.

17. Non-Waiver. Failure by the Authority to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

18. Revisions. In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Firm to deviate from the requirements of the Agreement, the Firm shall obtain the prior written consent of the Authority.

19. Venue. Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

20. Construction. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

21. Conflicting Terms and Conditions. In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

**HOUSING FINANCE AUTHORITY OF  
LEON COUNTY**

**KNOWLES & RANDOLPH, P.A.**

By: \_\_\_\_\_  
Mike Rogers  
Chairman

By: \_\_\_\_\_  
Roosevelt Randolph  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_