

**SPECIAL COUNSEL SERVICES CONTRACT BETWEEN
TAMPA BAY WATER, A REGIONAL WATER SUPPLY AUTHORITY
AND
DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH, P.A.**

THIS CONTRACT is made by and between **TAMPA BAY WATER, A REGIONAL WATER SUPPLY AUTHORITY**, an interlocal governmental agency of the State of Florida created and existing pursuant to Sections 373.713, 373.715 and 163 01, Florida Statutes ("Tampa Bay Water"); and the law firm of Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A , (hereinafter referred to as the "Law Firm")

1 PURPOSE AND SCOPE OF SERVICE. Tampa Bay Water hereby retains the Law Firm to assist in providing general legal services to Tampa Bay Water

2 EFFECTIVENESS AND DURATION

2 1 This Contract shall be effective as of December 1, 2013, and continue until terminated in accordance with Section 2 2, below

2 2 This Contract may be terminated by any party upon thirty (30) days written notice to the other party, or automatically upon dissolution of either Tampa Bay Water or the Law Firm In the event this Contract is terminated by Tampa Bay Water or upon Tampa Bay Water's dissolution, the Law Firm shall be entitled to payment of compensation and authorized expenses owing to the Law Firm prior to the date of termination Upon termination of this Contract, the Law Firm shall deliver to Tampa Bay Water's Records Manager all documents, opinions, written research and other material created or prepared by the Law Firm by virtue of its representation of Tampa Bay Water pursuant to this Contract.

2 3 Termination of this Contract shall be without prejudice to any other right or remedy available to the parties and to any obligation which shall have accrued prior to termination

3 **PROVISION OF LEGAL SERVICES** The Law Firm shall provide legal services to Tampa Bay Water under this Contract, as follows

3 1 With the exception of Legislative and Governmental Affairs assignments, Tampa Bay Water's General Counsel shall coordinate the activities of the Law Firm with respect to all assignments, tasks or projects respecting legal actions authorized by the Board or requested by Tampa Bay Water Member Governments The Law Firm shall only perform Legislative and Governmental Affairs assignments that are approved by the General Manager or his designee, in consultation with the General Counsel

3 2 One copy of all correspondence, pleadings and other documents prepared or received by the Law Firm in carrying out assignments on behalf of Tampa Bay Water shall be sent to Tampa Bay Water's General Counsel and one copy to Tampa Bay Water's Records Manager. Tampa Bay Water requires no other copies of documents Copies of documents submitted by the Law Firm to Tampa Bay Water by facsimile transmission shall not be followed by the delivery of a regular copy by U S Mail, an express delivery service or courier service, unless requested by Tampa Bay Water's General Counsel Whenever possible, the Law Firm shall use the U S Mail to provide documents to Tampa Bay Water

3 3 The Law Firm shall identify for Tampa Bay Water's General Counsel the attorneys, paralegals, legal assistants, law clerks and other legal personnel assigned to handle Tampa Bay Water matters, and their billing rates The Law Firm shall obtain the written approval of Tampa Bay Water's General Counsel before substituting any of the services, responsibilities, assignments, tasks and/or projects required pursuant to this Contract to any other attorney(s), law

firm(s), or other legal consultation sources. In order to avoid the duplication of efforts and inefficiencies resulting from the use of multiple attorneys, paralegals or legal assistants to perform tasks which could be handled by a single professional, Tampa Bay Water, in its sole discretion, may require the Law Firm to submit periodic reports related to the services, tasks and/or projects performed under this Contract to verify that the Law Firm is not duplicating any work, services and efforts required hereunder.

4. **COMPENSATION** Tampa Bay Water shall pay the Law Firm from funds authorized by the Board of Directors in accordance with the rate schedule attached hereto as Exhibit A for the legal services referred to in Section 1, above, and as authorized by the Board of Directors. Tampa Bay Water shall reimburse the Law Firm for all actual and reasonable costs and expenses.

5. **BILLING** The Law Firm shall present monthly invoices to Tampa Bay Water for legal services and the reimbursement of actual and reasonable costs and expenses. Invoices shall be clearly designated as to the assignments being performed. The Law Firm shall be responsible for sending the invoices with all supporting documentation to Tampa Bay Water. Invoices and all supporting documentation shall be sent to General Manager, Tampa Bay Water, 2575 Enterprise Road, Clearwater, FL 33763-1102.

6. **EMPLOYMENT RELATIONSHIP OF THE PARTIES.** The performance by the Law Firm of the legal services specified herein shall be as an independent contractor and the Law Firm and its personnel shall not be considered employees of Tampa Bay Water for any purpose. The Law Firm shall comply with all federal, state, regional or local laws, regulations or ordinances required of attorneys performing the legal services contemplated under this Contract. The Law Firm is responsible for paying all income taxes and Tampa Bay Water shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other federal or state tax.

7. **CONFIDENTIALITY AND CONFLICT OF INTEREST** The Law Firm shall be bound and shall follow the Rules of Professional Conduct for resolving all questions of confidentiality, conflicts of interest, and the Law Firm's relationship to Tampa Bay Water

8. **NOTICES** Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein shall be given in writing by U S. Mail as follows

8.1 All notices to Tampa Bay Water shall be given to General Manager, Tampa Bay Water, 2575 Enterprise Road, Clearwater, FL 33763-1102, or such other address as may from time to time be designated in writing by Tampa Bay Water's Board of Directors Copies of notices to Tampa Bay Water shall also be provided to Tampa Bay Water's General Counsel and Chief Operating Officer All notices to the Law Firm shall be given to Peter M Dunbar, Esquire, Dean, Mean, Egerton, Bloodworth, Capouano & Bozarth, P.A., 215 S Monroe Street, Suite 815, Tallahassee, FL 32301.

9 **INDEMNIFICATION OF TAMPA BAY WATER**

9.1 The Law Firm shall indemnify and save harmless and defend Tampa Bay Water, its officers, agents, and employees from and against any claim, demand or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortious act, whether intentional or negligent, of the Law Firm, its officers, agents, subcontractors or employees or any like person or entity in the performance of services under this Contract

9.2 The Law Firm shall require all subcontractors to enter an agreement containing the provisions set forth in the preceding subsection, in which agreement the subcontractors fully indemnifies Tampa Bay Water in accordance with this Contract

9 3 The Law Firm hereby acknowledges and expressly agrees that the compensation to be paid to the Law Firm by Tampa Bay Water pursuant to this Contract specifically includes compensation as consideration for the indemnification provided herein.

10 INSURANCE

10 1 The Law Firm shall provide, pay for, and maintain in force at all times during the term of this Contract, such insurance, including Worker's Compensation Insurance and professional liability insurance as will provide to Tampa Bay Water the protection contained in the foregoing Indemnification section (Section 9) undertaken by the Law Firm

10 2 Such policy or policies shall be issued by a company or companies authorized to do business in the State of Florida All policies required to be carried pursuant to this Section shall provide coverage for any and all claims based on the actions of the Law Firm in performing their services under this Contract Any liability policy or policies shall, as a minimum, carry limits of at least one million dollars (\$1,000,000)

10 3 Prior to the commencement of work hereunder, the Law Firm shall furnish to Tampa Bay Water a certificate or written statement of the above-required insurance Tampa Bay Water reserves the right to require a copy of such policy or policies upon request

10 4 The maintenance of the insurance coverage set forth herein shall not be construed to limit the Law Firm's liability under the provisions of the indemnification clause.

11 ALTERNATIVE DISPUTE RESOLUTION

11.1 In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust Tampa Bay Water's administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies

11.2 The Law Firm agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in Tampa Bay Water administrative dispute resolution procedures set forth in subsection 11.1 above of which the Law Firm had knowledge and failed to present during Tampa Bay Water administrative dispute resolution process

11.3 In the event that Tampa Bay Water administrative dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

12. **AMENDMENTS** This Contract may be amended or modified by mutual agreement of both parties. No amendment or modification shall be valid unless in writing and executed by both parties.

13. **FLORIDA LAW** The laws of the State of Florida shall apply and bind the parties in any and all questions arising hereunder, regardless of the jurisdiction in which any action or proceeding may be initiated or maintained.

14. **CAPTIONS** Captions contained in this Contract are inserted only as a matter of convenience and in no way define, extend or describe the scope of this Contract or the intent of any provision hereof.

15. **DISCRIMINATION** The Law Firm assures Tampa Bay Water it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Law Firm does not, on the grounds of race, color, national origin, religion, sex, age,

handicap or marital status discriminate in any form or manner against the Law Firm's employees or applicants for employment. The Law Firm understands and agrees this Contract is conditioned upon the veracity of this Statement of Assurances. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement Assurance shall be interpreted to include Vietnam Era Veterans and Handicapped persons within its protective range of applicability.

16 **LAW FIRM'S LIEN** The Law Firm expressly waives all general, possessory, retaining or special liens, recognized under Florida Law. Upon termination of this Contract, the Law Firm shall return to Tampa Bay Water any of its records, money or property in the Law Firm's possession.

17 **ASSIGNMENT** The Law Firm shall not assign this Contract, in whole or in part; provided, however, that the claim for money due or to become due to the Law Firm under this Contract may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment or transfer shall be furnished promptly to Tampa Bay Water.

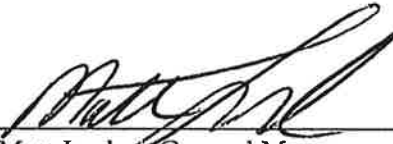
18 **VENUE** The parties agree that venue lies in Pinellas County, Florida, for any action brought under the terms of, or to enforce, this Contract.

19 **ENTIRE AGREEMENT** This Contract constitutes the entire agreement between the parties respecting the matters involved herein.

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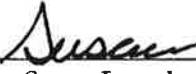
IN WITNESS WHEREOF, Tampa Bay Water and the Law Firm have executed this
Contract on the day, month and year first above written

ATTEST:



Matt Jordan, General Manager

TAMPA BAY WATER, A REGIONAL
WATER SUPPLY AUTHORITY

By 

Susan Latvala, Chairman

Date 12-16-13

(Seal)

APPROVED AS TO FORM



Office of the General Counsel

WITNESSES:

**DEAN, MEAD, EGERTON,
BLOODWORTH, CAPOUANO &
BOAZARTH, P.A.**

Sign. Martha J Edensfield

Print: martha J Edensfield

By: Peter M. Duubar

Print Name Peter M. Duubar

Sign. Theresa M. Zerke

Print: Theresa M. Zerke

EXHIBIT "A"

APPROVED FEE AND COST SCHEDULE

FEE SCHEDULE

Shareholders	\$195 -\$265/hour
Associates	\$160 -\$195/hour
Paralegals	\$85 -\$100/hour
Law Clerks	\$65 -75/hour

Note time for travel outside the jurisdiction of Tampa Bay Water to conduct business within the jurisdiction of Tampa Bay Water will not be billed

TRAVEL EXPENSES

As per Chapter 112, Florida Statutes, unless otherwise authorized

COSTS

Actual and reasonable costs and expenses reimbursement

Mileage to be calculated at Tampa Bay Water approved consultant policy rate (currently billed at \$ 445/per mile

LEGISLATIVE AND GOVERNMENTAL AFFAIRS REPRESENTATION

\$80,000,000 annually (payable \$6,666 67 / per month) Itemization and compensation for said services are in the following categories

- 1 **Lobbying before the Legislature** Tampa Bay Water and the Law Firm agree that the portion of time and services under the Agreement that is to be devoted to influencing or attempting to influence legislative action or non-action through oral or written communication or attempting to obtain the goodwill of members of the Legislature and employees of the Legislature shall be equal to forty percent (40%) of the total time and services to be provided under this Agreement The annual compensation to be paid for these services shall be \$32,000
- 2 **Lobby before the Executive Branch** Tampa Bay Water and the Law Firm agree that the portion of time and services under the Agreement that is to be devoted to influencing or attempting to influence an agency with respect to a decision of the agency in the area of policy through oral or written communication or attempting to obtain the goodwill of an agency official or employee shall be equal to thirty percent (30%) of the total time and services to be provided under this Agreement The annual compensation to be paid for these services shall be \$24,000

- 3 **Other Non-Lobby Services** Tampa Bay Water and the Law Firm agree that the portion of time and services under the Agreement to be devoted to non-lobbying services for the client, its members and employees, including but not limited to, preparation of environmental written and oral offerings and briefings, legal research, communication with member government board members and legal counsel, attendance at meetings of the client and related travel and the preparation of written opinions and reports for the client, shall be equal to thirty percent (30%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services shall be \$24,000.