BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 15, 2012 Division: Employee Services

Bulk Item: Yes X No ___ Department: Employee Benefits

Staff Contact Person/Phone #: Maria Fernandez-Gonzalez, Ext. 4448

AGENDA ITEM WORDING: Approval of Sixth Amendment of the legal services agreement with Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A. to amend the agreement in order to update authorized timekeepers and expand the terms of the agreement to allow the County to hire Kelley, Kronenberg firm to identify and pursue subrogation matters in workers compensation claims on a case by case basis.

ITEM BACKGROUND: Amendment required to update timekeepers due to change in attorneys and paralegals also language added for the hiring of Kelley, Kronenberg to pursue workers compensation third party subrogation claims on a case by case basis.

PREVIOUS RELEVANT BOCC ACTION: Original agreement approved and entered into on July 19, 2006. First amendment approved March 19, 2008 updating timekeepers; second and third amendments approved June 17, 2009 updating timekeepers and a one-time approval of emergency timekeeper. Fourth amendment approved September 15, 2010 updating timekeepers. Fifth amendment approved May 18, 2011 updating timekeepers.

CONTRACT/AGREEMENT CHANGES: Update of authorized timekeepers and to amend the agreement to allow the County to hire Kelley, Kronenberg firm to identify and pursue subrogation matters in workers compensation claims. In all other aspects, the agreement between the parties as amended remains the same.

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: Approx $40,000 yr **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: Approx $40,000 yr **SOURCE OF FUNDS:** Internal Service Fund Primarily Ad Valorem_____

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty CH OMB/Purchasing PKL ___ Risk Management ___

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 7/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A.

Effective Date: December 1, 2011

Expiration Date: _____

Contract Purpose/Description: Approval of Sixth Amendment of the contract with outside counsel, Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A. , to amend the agreement in order to update authorized timekeepers and expand the terms of the agreement to allow the County to hire Kelley, Kronenberg firm to identify and pursue subrogation matters in workers compensation claims on a case by case basis. This will be an ongoing contract that will be billed hourly.

Contract Manager:	4448	Employee Services
Maria Fernandez-Gonzalez		
(Name)	(Ext.)	(Department)

for BOCC meeting on February 15, 2012 Agenda Deadline: January 31, 2012

CONTRACT COSTS

Total Dollar Value of Contract: $40,000 approx Current Year Portion: $12,000

Budgeted? Yes ☒ No ☐ Account Codes: 501-07503-530318-_____-_____

Grant: $_____ _____-_____-_____-_____-_____

County Match: $_____ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	1/31/12	Yes ☐ No ☑	[illegible]	1/31/12
Risk Management	1/31/12	Yes ☐ No ☑	[illegible]	1/31/12
O.M.B./Purchasing	1-31-12	Yes ☐ No ☑	[illegible]	1-31-12
County Attorney	1/31/12	Yes ☐ No ☑	Cynthia F. Hall	1/31/12

Comments: _____

OMB Form Revised 9/11/95 MCP #2

COUNTY of MONROE
KEY WEST FLORIDA 33040
(305) 294-4641

BOARD OF COUNTY COMMISSIONERS
Mayor David Rice, District 4
Mayor Pro Tem Kim Wigington, District 1
George Neugent, District 2
Heather Carruthers, District 3
Sylvia J. Murphy, District 5

Office of the Employee Services Division Director
The Historic Gato Cigar Factory
1100 Simonton Street, Suite 268
Key West, FL 33040
(305) 292-4458 – Phone
(305) 292-4564 - Fax

TO: Board of County Commissioners

FROM: Teresa E. Aguiar,
Employee Services Director

SUBJ: Approval of Sixth Amendment

DATE: January 30, 2012

This item requests approval to amend the current contract for legal services with Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A. In accordance with 6.4.2 of the contract, the change in timekeepers providing services which are to be billed to the County must be mutually agreed upon and approved by the County.

The individuals named in the contract shall provide legal services and advise to the County regarding Workers' Compensation claims, investigation, research, and/or litigation as assigned by the County.

SIXTH AMENDMENT TO AGREEMENT DATED JULY 19, 2006 BETWEEN MONROE COUNTY AND KELLEY, KRONENBERG, GILMARTIN, FICHTEL, WANDER, P.A. FOR LEGAL SERVICES

On this 15th day of February, 2012, A.D., the Board of County Commissioners of Monroe County, Florida, as the legislative and governing body of Monroe County, Florida, and in accordance with the powers enumerated in Section 125.01, Florida Statutes ("County") and Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A. ("Attorney"), hereby entered into this Sixth Amendment to their agreement dated July 19, 2006 ("Agreement").

WHEREAS, the Agreement between the parties specifies the names of authorized timekeepers; and

WHEREAS, it is necessary to amend the Agreement from time to time in order to revise the list of approved timekeepers and their rates; and

WHEREAS, the parties wish to amend the Agreement in order to add the names of attorneys Robert Freidman, Esq., Jason Stewart, Esq., April Burnette, Esq., and add the names of paralegals Elizabeth Harris and Denise Siegel; and

WHEREAS, the parties also wish to change the hourly billing rate for Angelo Filippi, Esq. to $125.00 per hour, the partner rate; and

WHEREAS, the parties also wish to expand the terms of the Agreement to allow the County to hire the Kelley, Kronenberg firm to identify and pursue subrogation matters in the event that the County and Attorney believe that the County's workers' compensation costs and fees should be recovered from a third party.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties amend the July 19, 2006 Agreement as follows:

1. Paragraph 4 of the Agreement is revised to read as follows:

   ATTORNEY shall provide legal services and advice to COUNTY regarding Worker's Compensation claims, investigation, research, and/or litigation as assigned to ATTORNEY by COUNTY. As used herein, the term "litigation" shall include the identification of potential opportunities for third party subrogation, and litigation and collection efforts in those matters. ATTORNEY will be assigned new claims and third party subrogation matters on a case-by-case basis by the Senior Administrator of the Benefits Department of the COUNTY from time during the term of the Agreement.

2. The list of approved timekeepers and their rates set forth in paragraph 6.3 of the Agreement is revised to read as follows:

Approved Timekeepers in Workers Compensation matters:

Name	Hourly Rate
Steve Kronenberg, Esq.	$125.00
Angelo Filippi, Esq.	$125.00
Maysleidys Porraspita, Esq.	$115.00
Suzette Cozzi, Esq.	$115.00

Gail Baker, Esq.	$115.00
Barbara Porter, Esq.	$115.00
Jason Stewart, Esq.	$115.00
Robert Friedman, Esq.	$115.00
April Burnette, Esq.	$115.00
Lori Becker, paralegal	$ 70.00
Maria Rubi, paralegal	$ 70.00
Juan Garcia, paralegal	$ 70.00
Elizabeth Harris, paralegal	$ 70.00
Denise Siegel, paralegal	$ 70.00

Approved Timekeepers, Workers Compensation subrogation matters:

Name	Hourly Rate
Robert Friedman, Esq.	$145.00
Jason Stewart, Esq.	$145.00
Elizabeth Harris, paralegal	$ 90.00
Denise Siegel, paralegal	$ 90.00

3. This amendment shall be retroactive to the 1st day of December 1, 2011.

4. In all other aspects, the Agreement between the parties as amended remains the same.

THIS SIXTH AMENDMENT to the agreement dated July 19, 2006, shall become effective when executed by both the ATTORNEY and executed by the Board of County Commissioners of Monroe County, Florida.

Board of County Commissioners
Of Monroe County, Florida

Attest:
Danny L. Kolhage, Clerk

By:_____
David Rice, Mayor

By:_____
Deputy Clerk

Date:_____

For the Attorney,
Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A.

By:_____
Christine Simpson, Executive Director

1/30/12
Date

Witness:
Barbara Ochrach
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 1/31/2012

FIFTH AMENDMENT TO AGREEMENT DATED JULY 19, 2006 BETWEEN MONROE COUNTY AND KELLEY, KRONENBERG, GILMARTIN, FICHTEL, WANDER, P.A. FOR LEGAL SERVICES

On this 18th day of May, 2011, A.D., the Board of County Commissioners of Monroe County, Florida, as the legislative and governing body of Monroe County, Florida, and in accordance with the powers enumerated in Section 125.01, Florida Statutes ("County") and Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A. ("Attorney"), hereby entered into this Fifth Amendment to their agreement dated July 19, 2006 ("Agreement").

WHEREAS, the Agreement between the parties specifies the names of authorized timekeepers; and

WHEREAS, it is necessary to amend the Agreement from time to time in order to revise the list of approved timekeepers; and

WHEREAS, the parties wish to amend the Agreement in order to add the names of attorneys Suzette Cozzi, Esq. and Gail Baker, Esq. and delete the names of Luis Estrada, Esq.; and

WHEREFORE, in addition, the parties wish to amend the definition of an approved expense in order to allow the Attorney to bill for the use of a registered nurse in preparing Medicare Set Asides.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties amend the July 19, 2006 agreement as follows:

1. The list of approved timekeepers and their rates set forth in paragraph 6.3 of the Agreement is revised to read as follows:

Approved Timekeepers

Name	Hourly Rate
Steve Kronenberg, Esq.	$125.00
Mayleidys Porraspita, Esq.	$115.00
Suzette Cozzi, Esq.	$115.00
Gail Baker, Esq.	$115.00
Angelo Filipi, Esq.	$115.00
Barbara Porter, Esq.	$115.00
Lori Becker, paralegal	$ 70.00
Maria Rubi, paralegal	$ 70.00
Juan Garcia, paralegal	$ 70.00
Patrick Moylan, paralegal	$ 70.00

2. A new paragraph 7.3.17 is added as follows:

7.3.1.7 Registered Nurse for Preparation of Medicare Set Aside

Assistance of registered nurse in the preparation of documents necessary for Medicare Set Aside, including analysis of documents in case file, preparation of allocation report, and consultation with approved timekeepers regarding the matter. Time of the registered nurse shall be billed on a flat-fee basis as an expense.

3. This amendment shall be retroactive to the 1st day of February, 2011.

4. In all other aspects, the Agreement between the parties as amended remains the same.

THIS FIFTH AMENDMENT to the agreement dated July 19, 2006, shall become effective when executed by both the ATTORNEY and executed by the Board of County Commissioners of Monroe County, Florida.

Board of County Commissioners
Of Monroe County, Florida

By: _____
Heather Carruthers, Mayor

Date: 5/18/2011

FILED FOR RECORD
2011 MAY 24 PM 4:20

Attest:
Danny L. Kolhage, Clerk

By: _____
Deputy Clerk

For the Attorney,
Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A.

By: _____
Christine Simpson, Executive Director

4/27/11
Date

Witness:
_____
Vivian Murguido
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
ARTHUR L. HALL
ASSISTANT COUNTY ATTORNEY
Date 4-27-2011

FOURTH AMENDMENT TO AGREEMENT DATED JULY 19, 2006 BETWEEN MONROE COUNTY AND KELLEY, KRONENBERG, GILMARTIN, FICHTEL, WANDER, P.A. FOR LEGAL SERVICES

On this 15th day of September, 2010, A.D., the Board of County Commissioners of Monroe County, Florida, as the legislative and governing body of Monroe County, Florida, and in accordance with the powers enumerated in Section 125.01, Florida Statutes ("County") and Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A. ("Attorney"), hereby entered into this Fourth Amendment to their agreement dated July 19, 2006 ("Agreement").

WHEREAS, the Agreement between the parties specifies the names of authorized timekeepers; and

WHEREAS, it is necessary to amend the Agreement from time to time in order to revise the list of approved timekeepers; and

WHEREAS, the parties wish to amend the Agreement in order to add the names of Mayleidys Porraspita, Esq., Lori Becker, paralegal, Maria Rubi, paralegal and delete the name of, Naylet Diaz, paralegal in order to clarify the terms of engagement;

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties amend the July 19, 2006 agreement as follows:

1. The list of approved timekeepers and their rates set forth in paragraph 6.3 of the Agreement is revised to read as follows:

Approved Time Keepers

Name	Hourly Rate
Steve Kronenberg, Esq.	$125.00
Luis Estrada, Esq.	$115.00
Mayleidys Porraspita, Esq.	$115.00
Angelo Filipi, Esq.	$115.00
Barbara Porter, Esq.	$115.00
Juan Garcia, paralegal	$ 70.00
Lori Becker, paralegal	$ 70.00
Maria Rubi, paralegal	$ 70.00

2. Paragraph 7.3.1.6 of the Agreement is revised to add the following sentence: Notwithstanding the foregoing language, travel time for any and all employees not resident in the Miami Lakes office will be billed as if the travel originated from and ended in the Miami Lakes office.

3. Paragraph 7.3.1.7 of the Agreement is revised to add the following sentence: Notwithstanding the foregoing language, travel expenses for any and all employees not resident in the Miami Lakes office will be billed as if the travel originated from and ended in the Miami Lakes office.

4. This amendment shall be retroactive to the 1st day of April, 2010.

5. In all other respects, the Agreement between the parties as amended remains the same.

THIS FOURTH AMENDMENT to the agreement dated July 19, 2006, shall become effective when executed by both the ATTORNEY and executed by the Board of County Commissioners of Monroe County, Florida.

Board of County Commissioners
Of Monroe County, Florida

Sylvia J. Murphy

By:_____
Sylvia J. Murphy, Mayor

Date: 9-15-10

Danny L. Kolhage, Clerk

By: Isabel C. DeSantis
Deputy Clerk

FILED FOR RECORD
2010 OCT 18 AM 10: 44
DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE CO.

For the Attorney,
Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A.

By:_____
Christine Simpson, Executive Director

7-30-2010
Date

Witness:
Patricia Stevens
PATRICIA STEVENS
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 8-30-2010

THIRD AMENDMENT TO AGREEMENT DATED JULY 19, 2006 BETWEEN MONROE COUNTY AND KELLEY, KRONENBERG, GILMARTIN, FICHTEL, WANDER, P.A. FOR LEGAL SERVICES

On this 17th day of June, 2009, A.D., the Board of County Commissioners of Monroe County, Florida, as the legislative and governing body of Monroe County, Florida, and in accordance with the powers enumerated in Section 125.01, Florida Statutes ("County") and Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A. ("Attorney"), hereby entered into this Third Amendment to their agreement dated July 19, 2006 ("Agreement").

WHEREAS, the Agreement between the parties specifies the names of authorized timekeepers; and

WHEREAS, it is necessary to amend the Agreement from time to time in order to revise the list of approved timekeepers; and

WHEREAS, the parties wish to amend the Agreement in order to add the names of attorneys Angelo Filippi, Esq. and Barbara Porter, Esq. and delete the names of Krystal Ryan, paralegal, and Frederido Quijada, paralegal;

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties amend the July 19, 2006 agreement as follows:

1. The list of approved timekeepers and their rates set forth in paragraph 6.3 of the Agreement is revised to read as follows:

Approved Time Keepers

Name	Hourly Rate
Steve Kronenberg, Esq.	$125.00
Luis Estrada, Esq.	$115.00
Angelo Filipi, Esq.	$115.00
Barbara Porter, Esq.	$115.00
Juan Garcia, paralegal	$ 70.00
Naylet Diaz, paralegal	$ 70.00

2. This amendment shall be retroactive to the 1st day of February, 2009.

3. In all other respects, the Agreement between the parties as amended remains the same.

THIS THIRD AMENDMENT to the agreement dated July 19, 2006, shall become effective when executed by both the ATTORNEY and executed by the Board of County Commissioners of Monroe County, Florida.

Attest:
Danny L. Kolhage, Clerk

By: Pamela Stanwick
Deputy Clerk

Board of County Commissioners
Of Monroe County, Florida

By: George R. Neugent
George Neugent, Mayor

Date: JUN 1 7 2009

FILED FOR RECORD
2009 JUL 27 AM 10: 17
DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE COUNTY, FL

For the Attorney,
Kelley, Kronenberg, Gilmartin, Fiehrer, Wander, P.A.

By: Christine Simpson
Christine Simpson, Executive Director

6/1/09
Date

Witness:

Elizabeth Harris
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 5-29-2009

SECOND AMENDMENT TO AGREEMENT DATED JULY 19, 2006 BETWEEN MONROE COUNTY AND KELLEY, KRONENBERG, GILMARTIN, FICHTEL, WANDER, P.A. FOR LEGAL SERVICES

On this 17th day of June, 2009, A.D., the Board of County Commissioners of Monroe County, Florida, as the legislative and governing body of Monroe County, Florida, and in accordance with the powers enumerated in Section 125.01, Florida Statutes ("County") and Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A. ("Attorney"), hereby entered into this Second Amendment to their agreement dated July 19, 2006 ("Agreement").

WHEREAS, due to a death in the immediate family of Luis Estrada, Esq. a colleague from the firm of Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A. worked on a case for Monroe County in his absence; and

WHEREAS, this colleague, Melinda R. Shabka, Esq. was not an authorized timekeeper in the original agreement dated July 19, 2006; and

WHEREAS, Monroe County wishes to authorized Melinda R. Shabka as a "one-time only" authorized timekeeper for payment of services provided April 10 and 11, 2008, totaling $218.51;

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties amend the July 19, 2006 agreement as follows:

1. The list of approved timekeepers in paragraph 6.3 of the Agreement is amended on a one-time only basis to add Melinda R. Shabka, Esq. at the rate of $115.00 per hour and authorize payment for services rendered by Ms. Shabka on April 10 and 11, 2008 in the amount of $218.51.

2. This amendment shall be retroactive to the 1st day of April, 2008.

3. In all other respects the Agreement between the parties remains the same.

THIS SECOND AMENDMENT to the agreement dated July 19, 2006, shall become effective when executed by both the ATTORNEY and executed by the Board of County Commissioners of Monroe County, Florida.

Board of County Commissioners
Of Monroe County, Florida

By: George R. Neugent
George Neugent, Mayor

Date: JUN 1 7 2009

Attest:
Danny L. Kolhage, Clerk

By: Pamela Stanwick
Deputy Clerk

For the Attorney,
Kelley, Kronenberg, Gilmartin, Fichtel,
Wander, P.A.

By: _____
Christine Simpson, Executive Director

Witness: Elizabeth Harris

Elizabeth Harris
Print Name

_____
Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 5 27 2009

FILED FOR RECORD
2009 JUL 28 PM 4:10

FIRST AMENDMENT TO AGREEMENT DATED JULY 19, 2006 BETWEEN MONROE COUNTY AND KELLEY, KRONENBERG, GILMARTIN, FICHTEL, WANDER, P.A. FOR LEGAL SERVICES

On this 18th day of March, 2008, A.D., the Board of County Commissioners of Monroe County, Florida, as the legislative and governing body of Monroe County, Florida, and in accordance with the powers enumerated in Section 125.01, Florida Statutes ("County") and Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A. ("Attorney"), hereby entered into this First Amendment to their agreement dated July 19, 2006.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties amend the July 19, 2006 agreement as follows:

Part A. In order to effectuate the amendments set forth above in 6.3 of the original agreement, entitled Hourly Rates and Changes to hourly rates, is replaced in its entirety as follows:

Hourly rates for ATTORNEY and additional Timekeepers will be set at:

Approved Time Keepers

Name	Hourly Rate
Steve Kronenberg, Esq.	$125.00
Luis Estrada, Esq.	$115.00
Frederico Quijada, paralegal	$ 70.00
Krystal Ryan, paralegal	$ 70.00
Juan Garcia, paralegal	$ 70.00
Naylet Diaz, paralegal	$ 70.00

ATTORNEY will charge no more than the hourly rate quoted above throughout the duration of the specific matter referenced, unless otherwise agreed to in writing and approved by the COUNTY in the same manner as in this First Amendment to original agreement.

THIS FIRST AMENDMENT to the agreement dated July 19, 2006, shall become effective when executed by both the ATTORNEY and executed by the Board of County Commissioners of Monroe County, Florida.

Board of County Commissioners
Of Monroe County, Florida

Attest:
Danny L. Kolhage, Clerk

By: _____
Charles "Sonny" McCoy, Mayor

By: _____
Deputy Clerk

Date: MAR 1 9 2008

For the Attorney,
Kelley, Kronenberg, Gilmartin, Fichtel, Wander, P.A.

By: _____

Witness:

_____
Jennifer Bermudez
Print Name

Christine Simpson Executive Director
Print Name & Title

4/1/08
Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 2-19-08

AGREEMENT BETWEEN MONROE COUNTY AND KELLEY, KRONENBERG, GILMARTIN, FICHTEL,WANDER, P.A. FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into this 19th day of July, 2006, A.D., by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, as the legislative and governing body of Monroe County, Florida, and in accordance with the powers enumerated in Section 125.01, Florida Statutes ("COUNTY") and KELLEY, KRONENBERG, GILMARTIN, FICHTEL, WANDER, P.A ("ATTORNEY") hereby enter into this Agreement regarding the retention of ATTORNEY by COUNTY to provide legal advice and services.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

1. THE CLIENT

The Client is the COUNTY, and to the extent ethically permissible, it's elected and appointed officers and its' employees, unless COUNTY advises ATTORNEY otherwise. In the event that ATTORNEY cannot ethically represent individuals in addition to COUNTY, ATTORNEY shall advise COUNTY in writing of that fact immediately.

2. THE ATTORNEY

ATTORNEY is the individual named above and whose signature appears at the bottom of this Agreement. ATTORNEY is licensed to practice law in all jurisdictions relevant to this matter. ATTORNEY has been retained specifically because ATTORNEY, personally, is understood by COUNTY to be able to handle this matter. If ATTORNEY practices with others who may also provide services to COUNTY, he or she understands that COUNTY expects that ATTORNEY will be responsible for managing the representation, assuring compliance of others with the terms of this Agreement and ethical requirements, preparing and substantiating all bills, and communicating with COUNTY. ATTORNEY may not delegate or outsource this work without full written disclosure to, and prior written approval from, the COUNTY.

3. TERM OF AGREEMENT

This Agreement and representation by ATTORNEY is effective upon execution by ATTORNEY and acceptance and approval by COUNTY in accordance with COUNTY'S policies, ordinances, or governing statutes. The representation shall continue until terminated by either the COUNTY, or by the ATTORNEY in accordance with ethical requirements.

4. SCOPE OF THE WORK

ATTORNEY shall provide legal services and advise to COUNTY regarding Worker's Compensation claims, investigation, research, and/or litigation as assigned to ATTORNEY by COUNTY. ATTORNEY will be assigned new claims by the Senior Administrator of the Benefits Department of the COUNTY from time to time during the term of the agreement.

4.1 Professional ability to perform work

ATTORNEY warrants that he or she is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. The ATTORNEY shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. ATTORNEY warrants that he or she and the authorized time keepers are authorized by law and the Rules and

Regulations of The Florida Bar to engage in the performance of the activities encompassed by this Agreement. If ATTORNEY is a member of a law firm, either as partner, shareholder, associate, or other relationship, ATTORNEY warrants that he or she is authorized to enter into this Agreement by ATTORNEY'S law firm.

4.2 Management of time keepers

ATTORNEY is responsible for managing the matter cost-effectively and competently, e.g., by insuring that additional time-keepers are competent, properly supervised, efficient, and in compliance with the terms of this Agreement as well as with ethical obligations.

5. REVIEW OF ETHICAL OBLIGATIONS AND POTENTIAL CONFLICTS OF INTEREST BEFORE INITIATING REPRESENTATION

ATTORNEY has conducted a thorough investigation and determined that neither ATTORNEY nor his or her firm has any ethical impediment, real or potential, including but not limited to conflicts of interest, to representing COUNTY. To the extent that any ethical impediment, real or potential, is discovered or ever arises, ATTORNEY shall immediately inform COUNTY in writing of the impediment (regardless of whether ATTORNEY believes he or she has taken all steps necessary to avoid the impediment and regardless of whether ATTORNEY believes that the impediment is insubstantial or questionable), make full disclosure of the situation to COUNTY, obtain COUNTY'S express, written consent to continue the representation of the other client, and take all steps requested by COUNTY to avoid or mitigate the impediment. ATTORNEY understands that, if a direct or indirect conflict of interest arises which, in the opinion of the COUNTY, cannot be avoided or mitigated under the Rules of Professional Conduct of The Florida Bar, COUNTY may, in its discretion, (a) obtain reimbursement from ATTORNEY for all fees and expenses paid to ATTORNEY in this matter; (b) obtain cancellation of all amounts allegedly owed by COUNTY to ATTORNEY; and (c) obtain reimbursement for consequential expenses incurred by COUNTY, including the cost of replacement counsel.

6. PAYMENTS TO ATTORNEY

ATTORNEY shall submit to COUNTY invoices with supporting documentation acceptable to the Clerk on a schedule as set forth in the contract. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

6.1 ATTORNEY Fee (Hourly)

ATTORNEY will be paid for his or her services based on the number of hours expended on behalf of COUNTY (rounded to the nearest tenth hour for each time entry), not to include time billable to or compensated by other clients, multiplied by the ATTORNEY'S hourly rate. The following minimum billing documentation and time-keeper requirements are a condition precedent to payment by the COUNTY.

6.2. Non-billable time

ATTORNEY will bill COUNTY only for time reasonably and necessarily incurred to render professional services on COUNTY'S behalf in accordance with this Agreement. Time attributable to billing questions is not billable. Time expended by time-keepers who have not been approved by COUNTY is also not billable.

6.3. Hourly Rates, and Changes to hourly rates

Hourly rates for ATTORNEY and additional Timekeepers will be set at the rate of :

Approved Time Keepers:

Name:	Hourly Rate:
Steve Kronenberg, Esq.	$125.00
Luis Estrada, Esq.	$115.00
Frederico Quijada, paralegal	$70.00
Krystal Ryan, paralegal	$70.00
Juan Garcia, paralegal	$70.00
Maria Marrero, paralegal	$70.00

ATTORNEY will charge no more than the hourly rate quoted above throughout the duration of the matter, unless otherwise agreed in writing and approved by COUNTY in the same manner as this Agreement.

6.4. Time keepers

As used in this Agreement, the term "time keeper" shall include ATTORNEY and other ATTORNEYS and individuals identified in paragraph 6.3 of this Agreement who will be providing services under this Agreement and who will bill the COUNTY for their services in accordance with paragraph 6.3.

6.41. Duplication of effort

Unless advance COUNTY approval is obtained, ATTORNEY will not have more than one time-keeper bill for court appearances, attendance at depositions and meeting, including meetings with COUNTY representatives, and internal conferences. In the event that more than one person attends, only the time of the person with the lowest rate will be billable. ATTORNEY is not permitted to use this matter to provide on the job training for a time-keeper, and bill for that time-keeper's services, without COUNTY'S advance approval.

6.4.2. Time-keeper changes

Time-keepers approved by the COUNTY are listed in paragraph 6.3 to this Agreement, and may be amended from time to time, upon mutual agreement of the COUNTY and the ATTORNEY, to evidence the then-current circumstances. Additional time-keepers may not be added to the matter without advance written approval from COUNTY. In the event that additional time-keepers providing services which are to be billed to COUNTY are to be added to the staff, then their hourly rates shall be provided to COUNTY in advance, and, upon written approval by the COUNTY, their rates and billing practices shall comply with the requirements of this Agreement. COUNTY expects to receive discounts or other concessions so that any increases or changes in time-keepers will not result in unnecessary or unreasonable charges to COUNTY, e.g., for training, internal conferences, and management.

6.5. Existing work product

To the extent the ATTORNEY makes use of existing work product, e.g., in the form of research previously performed for another COUNTY, then ATTORNEY may bill only that time expended in using that work product for COUNTY. In other words, no premium, markup, or other adjustment may be made to bill COUNTY for time spent on work already performed.

6.6 Payment on work completed on existing cases

ATTORNEY and COUNTY acknowledge and agree that the ATTORNEY has provided services to cases already in existence prior to the execution of this Agreement and that ATTORNEY is entitled to payment on those cases. ATTORNEY and COUNTY agree that any outstanding unpaid invoices on those prior cases shall be paid under this Agreement; however all bills dated June 30, 2006 and before shall be paid at an hourly rate of $115.00 for all time-keepers listed in

paragraph 6.3. All bills from July 1, 2006 forward shall be paid under the rates listed in paragraph 6.3 of this Agreement. A list of those invoices shall be reviewed by the Senior Administrator of Benefits and the Clerk of Court for payment. Nothing in this paragraph shall preclude the Senior Administrator of Benefits and the Clerk of Court from refusing to pay unfounded time and fees.

7. BILLING OF FEES AND EXPENSES

ATTORNEY shall comply with the following requirements as to billing fees and expenses as a condition precedent to COUNTY'S obligation to pay each bill:

7.1. Monthly bills

Unless otherwise agreed in a writing signed by the COUNTY, bills shall be issued monthly by ATTORNEY within fifteen (15) days after the close of each month. ATTORNEY understands that COUNTY requires prompt bills in part to facilitate effective management of the representation and fees.

7.2. Bill format

ATTORNEY shall provide detailed, itemized bills which shall, at a minimum:

7.2.1 Description

Provide a general description of the matter, to include the name of the COUNTY department or constitutional officer, if not indicated in the title of the matter, for which legal services are being performed (e.g. Richard Roe v. Monroe County–EEO Claim); a description of the work performed in enough detail so that each item is distinguishable from other listed items and with sufficient to allow COUNTY to determine the necessity for and reasonableness of the time expended, the services performed, the project or task each service relates to, the subject and purpose of each service, and the names of others who were present or communicated with in the course of performing the service. For example, simply the word "research" is not acceptable, more detail about the type of research and what was determined by the research is necessary.

7.2.2 Personnel

Clearly identify each timekeeper performing services in conjunction with each entry. Clearly identify all persons who are not full-time lawyers employed by the ATTORNEY'S firm (including paralegals, employees of ATTORNEY with their titles, subcontractors, independent contractors, temporary employees, and outsourcing providers). Personnel who are not listed as additional timekeepers will not be paid unless approved under paragraph 6.3 of this Agreement.

7.2.3 Time Records

Record the time expended by each time-keeper separately. In those situations where the minimum billing increment exceeds the actual time spent on a task and several of these "minor" tasks are performed, it is expected that the services will be aggregated until the total actual time spent meets the minimum billing increment.

7.2.4 Totals and By Task

State the amount of time expended by each time-keeper broken down for each task.

7.2.5 Summary of Rates

In a summary at the beginning or end of the bill, provide the current hourly rate for each time-keeper, the total time billed by each time-keeper in that bill, the product of the total time and hourly rate for each time-keeper, the total fees charged, and are reconciliation between the amount charged and any applicable estimated or budgeted amount, by task. In addition, each

monthly statement should show the aggregate billing for that matter from the commencement of the matter through the currently-billed month.

7.3. Expenses

COUNTY will pay the actual, reasonable cost of the following expense items if incurred in accordance with the guidelines below and promptly itemized in ATTORNEY'S monthly bill:

7.3.1 Reimbursable expenses

Actual cost for necessary long distance telephone calls, telecopying at $.25 per outgoing page, overnight or expedited delivery, couriers, photocopying at $.15 per page, postage, court fees, and other expenses approved in advance by COUNTY or as listed below:

7.3.1.1. Expedited or emergency services

ATTORNEY is expected to avoid using expedited or emergency services, such as express delivery services, couriers, telecopying, overtime, and so on, unless necessary because of unexpected developments or extremely short deadlines. COUNTY may refuse to pay for any such expenses when incurred routinely or because of ATTORNEY'S failure to manage the matter efficiently.

7.3.1.2. Computerized research

ATTORNEY is expected to use computerized research services cost-effectively to reduce time spent on research, for example, while closely-monitoring computerized research to insure that the charges are reasonable and necessary. ATTORNEY is expected to pass through to COUNTY any discounts or other arrangements that reduce the cost of computerized services.

7.3.1.3. Photocopying

ATTORNEY is encouraged to use outside copying services to reduce the cost of large-volume copying, provided that these expenses are efficient, cost-effective, and incurred and billed in accordance with this Agreement. ATTORNEY is responsible for insuring that all copying complies with copyright obligations.

7.3.1.4. Transcripts

Transcripts should not be ordered without prior approval from COUNTY. Transcripts should not be ordered on an expedited basis unless necessary and approved in advance by COUNTY. ATTORNEY should obtain digital electronic/computerized copies of transcripts when available at a reasonable cost to avoid charging for time spent digesting or indexing transcripts, and to allow COUNTY to maintain a digital electronic/computerized database of all transcripts.

7.3.1.5 Travel Expenses

Travel expenses within the ATTORNEY'S local or metropolitan area will not be reimbursed if the time spent in transit is billed. Travel expenses outside the metropolitan area may only be reimbursed if the travel was approved in advance by COUNTY. Reimbursable travel expenses, if approved in advance, are the cost of transportation by the least expensive practicable means (e.g., coach class air travel), the cost of reasonable hotel accommodations, and the cost of transportation while out of town (e.g., by cab or rental car, whichever seems reasonable, at the lowest available rate). Travel expenses will be reimbursed in accordance with the applicable provisions of Florida Statute 112.321 and of the Monroe County Code for "approved travelers" and shall be summarized on the Monroe County Travel Form by ATTORNEY with all applicable receipts attached thereto.

7.3.1.6 Travel Time

Time spent in transit, locally or otherwise, may be billed only if (a) ATTORNEY or time-keeper is unable to avoid traveling by using other forms of communication and (b) ATTORNEY or time-keeper is unable to bill time in transit to other clients. Travel by more than one time-keeper at the same time to the same destination is not allowed without prior approval from COUNTY. Approved travel time during time-keeper's normal business hours will be billed at the hourly rate listed for the time-keeper in paragraph 6.3 of this Agreement. Approved travel time outside of time-keeper's normal business hours will be billed at one-half the hourly rate listed for the time-keeper in paragraph 6.3 of this Agreement.

7.3.2. Non-reimbursable expenses

The following expenses will in no event be reimbursable without prior written approval by COUNTY ATTORNEY and approval by the Board of COUNTY Commissioners.

7.3.2.1. Personal and Office Costs

Meals for time-keepers not related to travel, overtime, word processing or computer charges, personal expenses, expenses that benefited other clients, expenses for books, costs of temporary employees, periodicals or other library materials, internal filing or other document handling charges, clerical expenses, stationery and other supply expenses, utilities, and any other expense that is either unreasonable or unnecessary. (The fact that ATTORNEY charges other clients or that other firms charge their clients for an expense does not make it reasonable or necessary under this Agreement.)

7.3.2.2. Experts, consultants, support services, outsourced services, etc.

ATTORNEY is not authorized to retain experts, additional counsel, consultants, support services, or the like, or to out source or delegate work outside ATTORNEY'S law firm, without prior written approval by County Attorney and approval by the Board of County Commissioners. If agreed to ATTORNEY will be responsible for selecting and managing the services of others so that their services and expenses will be rendered in accordance with the terms of this Agreement, including terms applicable to ATTORNEY. ATTORNEY will manage others to obtain cost effective services for COUNTY. Unless otherwise agreed in writing, ATTORNEY shall obtain a written retainer agreement, in a form which may be specified by COUNTY, from each service provider, with bills from each provider being sent to both ATTORNEY and COUNTY.

7.3.2.3 Temporary Staffing

ATTORNEY will not bill COUNTY for the time and expenses of temporary employees, including so-called "Temps" or contract ATTORNEYS or other staff from outside companies, nor "outsource" or delegate work, nor charge for summer associates, law clerks, or student clerks, (collectively "temporary staff" even if not temporarily employed) without full advance disclosure of the employee's temporary or short-term status to COUNTY, including disclosure of the actual amount paid or to be paid to the individual. Unless COUNTY expressly agrees in writing to paying additional amounts after full disclosure by ATTORNEY, ATTORNEY may not charge COUNTY more than the actual cost paid by ATTORNEY.

7.3.2.4. Expenses not passed through at actual cost

COUNTY will not pay any markup for expenses. COUNTY will only reimburse the ATTORNEY for their actual approved out-of-pocket costs and expenses, whether incurred personally by an approved time-keeper or incurred by other approved personnel (such as experts, consultants, support services personnel, or outsourced services personnel).

7.3.2.5. Overhead not charged to County

COUNTY will not pay for any "expense" items that are in fact part of ATTORNEY'S overhead which should be included within ATTORNEY'S fee, the determination of which expenses fall into this category are strictly within the discretion of the COUNTY.

7.3.3. Advance approval of expenses

In addition to the items noted above, ATTORNEY shall obtain advance approval from COUNTY before incurring any expense in excess of $1,000.00 if ATTORNEY expects to be reimbursed for that expense. COUNTY may refuse to pay any expense for which advance approval was not obtained by ATTORNEY.

7.3.4. Copies of receipts for expenses

ATTORNEY shall include copies of receipts for all expenses with the itemized monthly bill. COUNTY may refuse to pay any expense item for which documentation is not provided by ATTORNEY.

7.3.5. Expenses (and fees) after termination

Upon termination of the representation, ATTORNEY shall promptly bill COUNTY for any remaining reimbursable expenses and fees. COUNTY may refuse to pay any fees or expenses not billed within 45 days of termination of the representation. ATTORNEY is also expected to cooperate promptly with all aspects of termination and, if applicable, transition to other counsel. Payment for fees and expenses is contingent upon prompt, full cooperation.

7.4. Bill and expense documentation

ATTORNEY understands that ATTORNEY must have documentation to support all aspects of each bill, including fees and expenses, and must maintain that documentation until at least one year after the termination of the representation. This documentation shall be made available by ATTORNEY to COUNTY (or COUNTY'S designated representative, including an accountant, the COUNTY Clerk or COUNTY Clerk's representative, or legal bill auditor) upon COUNTY'S written request. ATTORNEY agrees to cooperate with any examination of this documentation and ATTORNEY'S fees and expenses, e.g., by responding promptly and completely to any questions COUNTY or its designated representative may have. ATTORNEY shall notify COUNTY in writing at least 60 days in advance of destroying any such records and, in the event that COUNTY requests that they be preserved, shall preserve them at least one additional year or, at the option of the COUNTY, delivered to the COUNTY for storage by the COUNTY, with COUNTY responsible for paying the actual cost of storage. This documentation shall include, for example, original time records, expense receipts, and documentation supporting the amount charged by ATTORNEY for expense items generated by ATTORNEY or his or her firm. COUNTY reserves the right not to pay any fee or expense item for which sufficient documentation or expense item for which sufficient documentation is not available to determine whether the item was necessary and reasonable.

8. PAYMENT TERMS

ATTORNEY'S request for payments and reimbursements may be made in either the ATTORNEY'S name or the name of the ATTORNEY'S law firm, as appropriate. ATTORNEY bills complying with this Agreement are due and payable according to the Prompt Payment Act. If the bill materially fails to comply with the requirements of this Agreement, then it is not due and payable until its deficiencies are remedied by ATTORNEY.

9. MATTER MANAGEMENT

COUNTY will expect that all communications between ATTORNEY, and additional time keepers, and COUNTY will be reviewed by ATTORNEY and that ATTORNEY will serve as the point of contact for this matter, including billing questions.

9.1. Case monitoring

COUNTY will be advised promptly by ATTORNEY of all significant facts and developments in the matter so that COUNTY may manage the matter effectively and make informed decisions about strategy, tactics, settlement, scheduling, costs, and other related matters. COUNTY will promptly receive from ATTORNEY copies of all orders, opinions, pleadings, briefs, memoranda (internal and external), correspondence, and any other document material to the subject matter of this Agreement, such that the COUNTY will have a current, up-to-date, "mirror" copy of the COUNTY'S file maintained by ATTORNEY. For discovery materials or exhibits that are lengthy, ATTORNEY should discuss them with COUNTY before providing a copy. Documents available in digital electronic/computerized form should be provided in that form in lieu of paper copies. Additionally, ATTORNEY may be required to submit, on a monthly basis, a case status and progress report to be submitted to the Board of COUNTY Commissioners. The format of the report shall be in the form required by the COUNTY ATTORNEY.

9.2. Case control

ATTORNEY shall discuss all significant issues of strategy and tactics, including motions, discovery, pleadings, briefs, trial preparation, experts, and settlement, with COUNTY before implementation. ATTORNEY is expected to exercise independent professional judgment.

9.3. ATTORNEY cooperation

ATTORNEY will cooperate with COUNTY or COUNTY'S representatives to promptly provide all information COUNTY requests or needs about the subject matter of this Agreement and ATTORNEY'S bills.

9.4. COUNTY cooperation

ATTORNEY should consult with COUNTY about all opportunities for COUNTY to save money or make use of COUNTY'S expertise to assist in, e.g., responding to discovery, preparing for trial, locating experts, and the like. COUNTY may also have personnel and facilities available to reduce the expenses related to the subject matter of this Agreement.

10. CONFIDENTIALITY AND PUBLIC RELATIONS

ATTORNEY is not authorized to waive or release any privilege or other protection of information – confidential, secret, or otherwise – obtained from or on behalf of COUNTY. ATTORNEY is to keep all confidential, privileged, or secret information confidential. This requirement is perpetual, i.e., it will continue even after the termination of the relationship and this Agreement.

10.1 Prohibition against use of information

This requirement is also intended to prohibit ATTORNEY from using information obtained from or on behalf of COUNTY, including work product prepared at COUNTY'S expense, for other client's of ATTORNEY or his or her firm, without COUNTY'S advance written approval.

10.2 No use of County for marketing purposes

ATTORNEY is not authorized to identify COUNTY as a COUNTY, e.g., for purposes of marketing or advertising, without COUNTY'S prior approval.

11. OWNERSHIP OF ATTORNEY FILES AND WORK PRODUCT

ATTORNEY understands that all files and work product prepared by ATTORNEY or his or her firm at the expense of COUNTY (or for which COUNTY is otherwise billed) is the property of COUNTY. Without COUNTY'S prior written approval, this work product may not be used by ATTORNEY or his or her firm nor disclosed by ATTORNEY or his or her firm to others, except in the normal course of ATTORNEY'S representation of COUNTY in this matter. ATTORNEY agrees that COUNTY owns all rights, including copyrights, to materials prepared by COUNTY or by ATTORNEY on behalf of COUNTY. ATTORNEY shall notify COUNTY in writing at least 60 days in advance of destroying any such records and, in the event that COUNTY requests that they be preserved, shall preserve them at least one additional year (with COUNTY responsible for paying the actual cost of storage). ATTORNEY shall provide COUNTY with prompt access to (including the ability to make copies of) all ATTORNEY files and work product, regardless of whether the representation or matter is ongoing and whether ATTORNEY fees and expenses have been paid in full.

12. DISPUTE RESOLUTION

ATTORNEY and COUNTY agree that if a dispute arises between them that neither shall be required to enter into any arbitration proceedings related to this Agreement

12.1. Disputes regarding Attorney fees or expenses

ATTORNEY and COUNTY agree that all disputes regarding ATTORNEY'S fees or expenses are to be resolved pursuant to the procedures and practices for mediation by the ATTORNEY Consumer Assistance Program of the Florida Bar.

12.2. Disputes regarding interpretation

COUNTY and ATTORNEY agree that all disputes and disagreements between them regarding interpretation of the Agreement shall be attempted to be resolved by a meet and confer session between representatives of COUNTY and ATTORNEY. If the issue or issues are still not resolved to the satisfaction of both within 30 days after the meet and confer session, then either shall have the right to terminate the Agreement upon ten (10) business days notice in writing to the other party.

12.3 Legal or Administrative procedures

In the event any administrative or legal proceeding is instituted against either the COUNTY or ATTORNEY relating to the formation, execution, performance, or breach of this Agreement, the COUNTY and ATTORNEY each agree to participate, to the extent required by the other, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement; institution of any administrative or legal proceeding shall constitute immediate termination of this Agreement. ATTORNEY agrees to forward copies of all documents in his or her possession related to the matter which is the subject of this Agreement to COUNTY at the time of filing any administrative or legal proceeding.

12.4 ATTORNEY'S Fees and Costs

In the event any administrative proceeding or cause of action is initiated or defended by the COUNTY or ATTORNEY relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to an award of reasonable ATTORNEY'S fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include reasonable ATTORNEY'S fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement or as may be required by a court of competent jurisdiction shall be conducted in accordance with the Florida Rules of Civil Procedure and the usual and customary procedures required by the circuit court of Monroe County and shall take place in Monroe County.

13. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

County Administrator and	County Attorney and	Senior Administrator
500 Whitehead Street	PO Box 1026	1100 Simonton Street, Room 2-268
Key West, FL 33040	Key West, FL. 33041	Key West, FL 33040

FOR ATTORNEY
Steve Kronenberg, Esq.
8201 Peters Road
Fort Lauderdale, FL 33324
954-370-9970

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. Venue for any legal action which may arise out of or under this agreement shall be in Monroe County, Florida.

15. ENTIRE AGREEMENT

The entire agreement between the COUNTY and ATTORNEY with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes all prior oral and written proposals and communications between the COUNTY and ATTORNEY related to this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom the waiver, amendment or modification is claimed. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

16. FLORIDA GOVERNMENT-IN-THE-SUNSHINE LAW

ATTORNEY agrees that, unless specifically exempted or excepted by Florida law, the provisions of Chapter 120, Florida Statutes, generally require full and public discussion of matters to be voted upon by the Board of COUNTY Commissioners. ATTORNEY agrees to consult with the COUNTY ATTORNEY'S office concerning the application of the Sunshine law from time to time concerning specific circumstances that may arise during the term of this Agreement.

17. FLORIDA PUBLIC RECORDS LAW

ATTORNEY agrees that, unless specifically exempted or excepted by Florida law or Rules and Regulations of The Florida Bar, the provisions of Chapter 119, Florida Statutes, generally require public access to all records and documents which may be made or received under this Agreement. ATTORNEY agrees to consult with the COUNTY ATTORNEY'S office concerning the application of the Public Records Law from time to time concerning specific circumstances that may arise during the term of this Agreement.

18. NO ASSIGNMENTS

ATTORNEY shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of COUNTY Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may

deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

19. TERMINATION

Either of the parties hereto may terminate this contract without cause by giving the other party fifteen (15) business days written notice of its intention to do so.

19.1 Documents forwarded to COUNTY

ATTORNEY agrees to forward to COUNTY along with Notice of Termination or upon receipt of Notice of Termination, depending upon which party terminates the Agreement, copies of all documents in his or her possession of any nature whatsoever related to the ATTORNEY"S representation of COUNTY or obtained due to ATTORNEY'S representation of COUNTY.

19.2 Restriction on Communications

ATTORNEY agrees not to communicate with the public, including the press, about COUNTY or about this matter.

20. SEVERABILITY

If a term, covenant, condition or provision of this Agreement shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provision of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and ATTORNEY agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

21. CAPTIONS

The captions set forth herein are for convenience of reference only and shall not define, modify, or limit any of the terms hereof.

22. LEGAL OBLIGATIONS AND RESPONSIBILITIES; NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES

This Agreement is not intended to relieve, nor shall it be construed as relieving, either the COUNTY or ATTORNEY from any obligation or responsibility imposed upon each by law except to the extent of actual and timely performance thereof by the other, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further this Agreement is not intended to authorize, nor shall it be construed as authorizing, the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida Constitution, state statutes, case law, and, specifically, the provisions of Chapter 125, Florida Statutes.

23. RECORDS

ATTORNEY shall maintain all books, records, and documents directly pertinent to performance under this Agreement, including the documents referred to in this Agreement, in accordance with generally accepted accounting principles, consistently applied. Upon ten (10) business days written notice to the other, representatives of either the COUNTY or ATTORNEY shall have access, at all reasonable times, to all the other party's books, records, correspondence,

instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit. ATTORNEY shall retain all records required to be kept under this Agreement for a minimum of five years, and for at least four years after the termination of this agreement. ATTORNEY shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the COUNTY, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of ATTORNEY to maintain appropriate records to insure a proper accounting of all collections and remittances. ATTORNEY shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of COUNTY Commissioners for Monroe COUNTY, or their agents and representatives.

24. PUBLIC ACCESS

The COUNTY and ATTORNEY shall allow and permit reasonable access to and inspection of, all documents, papers, letters, or other materials subject to the Florida Public Records Law, as provided in Chapter 119, Florida Statutes, and made or received by the them, unless specifically exempted by State Statute, Rules and Regulations of The Florida Bar, or case law. COUNTY shall have the right to cancel this agreement upon violation of this provision by ATTORNEY.

25. MONROE COUNTY CODE ETHICS PROVISION

ATTORNEY warrants that he has not employed, retained or otherwise had act on his behalf any former COUNTY officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10 1990. For breach or violation of this provision the COUNTY may, at its discretion, terminate this Agreement without liability and may also, at its discretion, deduct from the sums owed under the Agreement, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present COUNTY officer or employee. COUNTY employees and officers are required to comply with the standards of conduct delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts, doing business with one's agency, unauthorized compensation, and misuse of public position, conflicting employment or contractual relationship, and disclosure of certain information.

26. PUBLIC ENTITY CRIME STATEMENT

Florida law provides that person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on a agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub contractor, or consultant under a agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. ATTORNEY warrants the neither ATTORNEY nor any authorized time keeper has been named to the convicted vendor list.

27. ANTI-KICKBACK

ATTORNEY warrants that no person has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the COUNTY has any interest, financially or otherwise, in this Agreement, except as expressly stated herein. For breach or violation of this warranty, the COUNTY shall have the right to annul this agreement without liability or, in its

discretion, to deduct any sums to be paid by COUNTY under this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

28. MODIFICATIONS AND AMENDMENTS

This Agreement may not be modified in any way without the express, written consent of both parties. Any and all modifications and Amendments of the terms of this Agreement shall be in writing and executed by the Board of COUNTY Commissioners for Monroe County and by ATTORNEY in the same manner as this Agreement.

29. INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, ATTORNEY is an independent contractor and not an employee of the Board of COUNTY Commissioners of Monroe County. No statement contained in this Agreement shall be construed so as to find ATTORNEY or any of the authorized time keepers, to be the employees of the Board of COUNTY Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

30. COMPLIANCE WITH LAW

In carrying out ATTORNEY'S obligations under this agreement, ATTORNEY shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ATTORNEY.

31. LICENSING

ATTORNEY warrants that ATTORNEY and additional timekeepers do presently have, shall have prior to commencement of work under this Agreement, and at all times during said work, all required licenses and permits whether federal, state, COUNTY or City.

32. NON-DISCRIMINATION

ATTORNEY shall not discriminate, in its employment practices and in providing services hereunder, on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status, or age, and shall abide by all federal and state laws regarding non-discrimination. Upon a determination by a court of competent jurisdiction that such discrimination has occurred, this Agreement automatically terminates without any further action by the COUNTY, effective the date of the court order. ATTORNEY is aware of the provisions of Section 13-101 through 13-106, Monroe County Code, relating to non-discrimination, and agrees to abide by the Code's nondiscrimination requirements.

33. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and ATTORNEY agree that neither the COUNTY nor ATTORNEY or any officer, agent, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated under this Agreement.

34. ATTESTATIONS

ATTORNEY agrees to execute such documents as the COUNTY may reasonable require, including a Drug-Free Workplace Statement, and a Public Entity Crime Statement.

35. COUNTY AUTHORITY

This Agreement has been duly noticed at a legally held public meeting conducted in Monroe County, Florida. COUNTY'S performance and obligation to pay under this contract, is contingent upon annual appropriation by the Board of County Commissioners.

36. HOLD HARMLESS AND INSURANCE

Prior to execution of this agreement, ATTORNEY shall furnish COUNTY Certificates of Insurance indicating the minimum professional liability coverage for ATTORNEY and additional time-keepers in the amount of $250,000 per occurrence/$500,000 aggregate. ATTORNEY agrees to keep the same amount of coverage or more at all times and to provide proof of said coverage to COUNTY at COUNTY'S request at any time during the term of the Agreement.

37. NO PERSONAL LIABILITY

No covenant or obligation contained in this Agreement shall be deemed to be a covenant or obligation of any member, officer, agent or employee of the Board Of COUNTY Commissioners of Monroe County in his or her individual capacity and no member, officer, agent or employee of the Board Of COUNTY Commissioners of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

38. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and the COUNTY and ATTORNEY may execute this Agreement by signing any such counterpart.

THIS AGREEMENT will become effective when executed by both the ATTORNEY and executed by the Board of COUNTY Commissioners of Monroe County, Florida.

Attest:
Danny L. Kohlage, Clerk

By: Isabel C. DeSantis
Deputy Clerk
Date: 07-19-06

Witness to ATTORNEY:

Signature
Christine A. Simpson
Print Name
Address: 820 Peters Rd Ste 400
DATE: 7-5-06

Board of County Commissioners
Of Monroe County

By:
Charles "Sonny" McCoy, Mayor
Date: 07-19-06

ATTORNEY:

Signature
Steven P. Kronenberg
Print Name
DATE: 7-3-06
15600 NW 67th St
Miami Lakes, FL
33014

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 8/8/06