MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Seibert Firm

Contract #_____

Effective Date: 6/15/05

Expiration Date: _____

Contract Purpose/Description:
Approval of Retainer Aagreement with The Seiber Law Firm & Bryant Miller & Olive P.A. for Special Counsel Services related to Afforable Housing.

Contract Manager: Connie Cyr (Name) 4441 (Ext.) County Administrators (Department/Stop #)

for BOCC meeting on 6/15/05 Agenda Deadline: 05/31/05

CONTRACT COSTS

Total Dollar Value of Contract: $ $75,000 Current Year Portion: $ _____

Budgeted? Yes☐ No☐ Account Codes: _____-_____-_____-_____-_____

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		Yes☐ No☐		
Risk Management	6-10-05	Yes☐ No☒	M. Slavik	6-10-05
O.M.B./Purchasing		Yes☐ No☐		
County Attorney	6/6/05	Yes☐ No☒	[illegible] for John R. Collins	6-10-5

Comments: _____

OMB Form Revised 2/27/01 MCP #2

SPECIAL COUNSEL RETAINER AGREEMENT

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between

MONROE COUNTY FLORIDA and OTHER PARTICIPATING GOVERNMENTAL ENTITIES

And

THE SEIBERT LAW FIRM and BRYANT MILLER & OLIVE P.A.

Dated May 18, 2005

SPECIAL COUNSEL RETAINER AGREEMENT

This Special Counsel Retainer Agreement is entered into between the Board of County Commissioners (the "County Commission") of Monroe County, Florida (the "County") and other participating governmental units located in the County which elect to participate in this Agreement (collectively, the "Governmental Units"), and The Seibert Law Firm and Bryant Miller & Olive P.A. (collectively, "Special Counsel").

WHEREAS, the County Commission has determined that there exists a critical need to address the housing needs of the residents of the County, including housing for low income families, workforce housing and other affordable housing, on a comprehensive, County wide basis; and

WHEREAS, the County Commission, together with other local governmental units in County desires to engage special counsel to assist the County Commission and the Governmental Units in facilitating the creation and implementation of a long term plan to address the critical housing needs currently facing the residents of the County; and

WHEREAS, the County Commission is encouraging each of the other Governmental Units located in the County to join the County Commission in this agreement in order to facilitate the creation of a comprehensive plan for the citizens and residents of the County; and

WHEREAS, the County Commission, with concurrence of its staff and general counsel, has authorized and directed the engagement and use of Special Counsel as special counsel to the County Commission and the other Governmental Units.

NOW, THEREFORE, it is agreed as follows:

1. **SPECIAL COUNSEL SERVICES.** Special Counsel will provide legal and consulting services as special counsel to the Governmental Units relative to the facilitation of the creation and development of a comprehensive long term plan to address the critical shortage of available affordable housing to the citizens and residents of the County. Such special counsel services and assistance are to be provided on an hourly and negotiated fee basis by separate work orders as provided herein and shall generally include the following:

(A) sharing Special Counsel's experiences and prior exposure in housing and community development and financings, including land use issues, general development issues with the Florida Department of Community Affairs and the Florida Department of Environmental Protection and the Florida Legislature, and by filling a leadership role in facilitating the development and implementation of a long term plan and vision to address the anticipated housing needs of the residents of the County, and in identification and development

of appropriate revenue resources to fund and finance the Governmental Units housing initiatives;

(B) facilitating the assembling of community needs and public input regarding housing issues in a manner that maximizes public input and the development of a long term vision and plan for the County that meets the consensus needs of the residents of the County;

(C) facilitating the development of appropriate ordinances, resolutions, legislation, interlocal agreements or other agreements and documents to collaboratively and cooperatively achieve the Governmental Unit's housing objectives by partnering with one or more public or private entities;

(D) providing advice and research on housing creation, alternatives, implementation and financing strategies;

(E) rendering of written memoranda or opinions when necessary;

(F) advice and research on the feasibility and legal sufficiency of statutory and alternative revenue resources, including, but not limited to the use and leverage of public-private partnerships and the various resources of all of the Governmental Units;

(G) assistance in the prosecution of any administration rulemaking process, agency determinations and other forms of litigation, including validation proceedings; and

(H) review of proposed interlocal structures as to legal feasibility, compliance with applicable law and pending or proposed revisions to the law including United States Treasury regulations.

2. COMPENSATION FOR SPECIAL COUNSEL SERVICES. SPECIAL COUNSEL will be compensated for special counsel services at negotiated fees and/or hourly rates as authorized by specific work orders.

(A) Special Counsel will be compensated for legal services at the following hourly rates:

(1) Bryant Miller & Olive shareholders and Steven M. Seibert of The Seibert Law Firm at the rate of $250 per hour;

(2) Bryant Miller & Olive attorneys other than shareholders at the rate of $195 per hour; and

(3) Bryant Miller & Olive paralegals or law clerks at the rate of $50 per hour.

(B) Any negotiated fee for legal services shall include a scope of services and fee structure authorized by the Governmental Units in writing as provided for herein.

(C) In addition to any negotiated fees or hourly rates, Special Counsel shall be entitled to receive reimbursement for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, travel expenses and overnight delivery charges. Any travel expenses will be reimbursed in accordance with the County Commission's procedures and guidelines.

(D) The process of developing and implementing the housing availability vision may require the acquisition or disposition of real property as well as the acquisition of real property in a development regime, including intangible and tangible personal property. To the extent the Governmental Units acquires or disposes of real property interests, Special Counsel agrees, if so requested by the Governmental Units, to coordinate with the Governmental Units to additionally use and provide appropriate title research and title insurance policies insuring the real property involved at the minimum premium rates promulgated by the Florida Insurance Commissioner.

(E) Special Counsel shall bill the Governmental Units periodically, but not more often than monthly, and provide an itemized statement of fees and costs incurred to date. All invoices shall be submitted to, approved and processed for payment by the Contract Administrator as designated herein.

3. IDENTIFICATION OF NECESSARY CONSULTANTS; APPROVAL PROCEDURE. The development of the proposed housing alternatives initiative contemplated herein will likely require more than legal expertise. Subject to the recommendation of the Contract Administrator and the approval of the Governmental Units, Special Counsel shall have the authority to use or retain on behalf of the Governmental Units such additional consultants, experts, or counsel that it deems necessary to implement the creation and development of the housing alternatives initiative of the Governmental Units. Such approval shall be first requested in writing and shall include a scope of services and method of compensation for each additional consultant, expert, or counsel requested. If requested, statements for fees and costs incurred by any approved consultant, expert, or counsel, shall be first reviewed by Special Counsel and, upon approval, submitted to the Contract Administrator for payment.

4. DISCLOSURE.

(A) Special Counsel, and specifically Bryant Miller & Olive, has disclosed to the County Commission that it has, and may in the future, serve as disclosure counsel or bond counsel to several municipalities and other local governmental entities in the County, many of whom may join the County Commission in this Agreement as a Governmental Unit. The parties hereto acknowledge and agree that Special Counsel's role as bond counsel or disclosure counsel to any Governmental Unit is not likely to create or cause any actual conflict, and service

as disclosure or bond counsel to other Firm clients will not per se be construed as a conflict or be objectionable to the Governmental Units.

5. CONTRACT ADMINISTRATION.

(A) For ease and convenience of administration, the Governmental Units shall from time to time designate one or more persons to provide policy direction and instructions to Special Counsel in the administration of its duties hereunder, approving and authorizing work orders and all other matters necessary to administer this Agreement on behalf of the Governmental Units (the "Contract Administrator"). The initial Contract Administrator directed and authorized to act on behalf of the Governmental Units shall be Commissioner Murray Nelson,Chairperson, Affordable Housing Oversight Committee.

(B) Special Counsel shall be entitled to reasonably rely upon direction received from the designated Contract Administrator.

(C) Special Counsel and Contract Administrator are hereby directed and authorized to process the initial work order under this agreement in substantially the form attached as Exhibit A hereto. Subsequent amendments to the foregoing work order or subsequent work orders shall be in substantially similar format and approved by the Contract Administrator.

(D) The representative for Special Counsel shall be as follows:

(1) The primary contact person shall be Steven M. Seibert of The Seibert Law Firm.

(2) It is understood that Robert C. Reid of Bryant Miller & Olive shall be primarily responsible for finance and housing related matters and that Cari Roth, of Bryant Miller & Olive shall be primarily responsible for managing legislative relations.

(3) All work performed by any Special Counsel shall be coordinated with each other Special Counsel and the Contract Administrator.

6. GENERAL.

(A) This agreement shall be governed by and construed in accordance with the laws of the State of Florida. This agreement may be amended only by a written agreement entered into by the parties.

(B) This agreement may be terminated with or without cause by the Contract Administrator or by Special Counsel at any time upon thirty (30) days prior written notice. In the event of termination, Special Counsel shall assume responsibility for completion of and shall be compensated for all representation requested prior to the notice of termination. Provided however, the Contract Administrator may terminate this agreement for breach by Special

Counsel with such notice as may be reasonable under the circumstances. In the event of termination, with or without cause, Special Counsel shall be compensated in accordance herewith for approved time and expenses, expended prior to the date of termination.

(C) This agreement may be executed in multiple counterparts.

(D) This agreement shall be effective on the last date this agreement is executed by the County Commission and Special Counsel.

IN WITNESS WHEREOF, the Board of County Commissioners of Monroe County, Florida and other local governmental units subsequently joining into this Agreement, The Seibert Law Firm and Bryant Miller & Olive P.A. have caused this Special Counsel Retainer Agreement to be executed as of this ___ day of _____, 2005.

THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By:_____
Dixie M. Spehar, Mayor

Attest:

_____
Clerk of the Circuit Court

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
ROBERT B. SHILLINGER, JR.
ASSISTANT COUNTY ATTORNEY
Date 6-10-05

THE SEIBERT LAW FIRM

By: _____

BRYANT MILLER & OLIVE P.A.

By:_____
Shareholder and Authorized Signatory

EXHIBIT A

FORM OF WORK ORDER

WORK ORDER
No. 200__ – 1

TO: Special Counsel
Attention: _____
[Address]
Tallahassee, Florida 323__

FROM: _____ as Contract Administrator

1. **Scope of Services:** Special counsel legal services to be provided by Special Counsel are to provide assistance with facilitation of the development and implementation of a housing alternatives initiative for the Governmental Units. Included with this task will be those services and activities identified on the Attachment hereto and incorporated herein by reference. Additionally, Special Counsel will assist and advise the Governmental Units and their officials, staff, attorneys and consultants in a leadership or facilitative role in developing an overall approach to assist the Governmental Units in their development of a strategy to create housing opportunities for the residents of the County. Deliverables may include drafting notices, interlocal agreements, resolutions, memorandums of understanding, or other agreements, reports or documents, which will provide the basis for decision making and the establishment of the housing alternatives initiative.

2. **Compensation:** [Hourly rates and reimbursement for actual costs as provided in Special Counsel Retainer Agreement dated _____ ___, 2005.] [Fixed compensation in the amount of $_____ [and reimbursement for actual costs as provided in Special Counsel Retainer Agreement dated _____ ___, 2005.]

3. **Use of Necessary Consultants:** Pursuant to the Special Counsel Retainer Agreement, the Governmental Units direct and authorize the use of _____ and the scope of services and method of compensation attached to this work order is approved.

4. **Work Order Budget:** The initial budget appropriation for this Work Order shall not exceed the amount of _____ and no/100 DOLLARS ($_____). However, it is understood that the direction of the Governmental Units will control the work effort and additional budget appropriations may be and are expected to be required.

Authorized by:

_____

Title: Contract Administrator

Date: _____

And accepted by:

_____

Special Counsel

Date: _____

ATTACHMENT TO WORK ORDER 200__-1

Scope of Services and Method of Compensation