

OUTSIDE COUNSEL AGREEMENT

THIS AGREEMENT is made between **POLK COUNTY**, a political subdivision of the State of Florida ("COUNTY"), and **CAMPBELL, TROHN, TAMAYO & ARANDA, P.A.**, ("Outside Counsel").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to the following:

1. Outside Counsel shall be committed to the goal of delivering high quality legal services in an efficient and cost-effective manner. Outside Counsel will not be compensated for time or expenses which are excessive, duplicative, or inappropriate for the particular task. A junior attorney learning by working with a senior attorney may not be billed to the County.
2. Fees shall reflect the County's status as a preferred client. For bills for services provided on or after January 1, 2025, Outside Counsel may not bill more than **\$300.00 per hour** for senior attorneys or **\$225.00 per hour** for junior attorneys. Work performed by bona fide paralegals and certified legal assistants may be billed at no more than **\$110.00 per hour**. Hourly rates are expected to compensate outside counsel for all standard day to day administrative, overhead and internal expenses; including, without limitation, Westlaw, Lexis/Nexis, secretaries, timekeepers, clerks, administrators, office supplies, consumables, regular and certified postage, computer/software usage, telephone charges, e-mails, electronic data transmission fees, standard copier usage, fax charges, utilities, insurance, taxes, rents, subscriptions, registrations, memberships, sustenance, wear and tear, depreciation, service and maintenance and accounting charges.
3. The County expects all outside counsel to always conform to the highest ethical standards and professionalism at all times. Existing conflicts of interest are not permitted. Potential conflicts of interest should be discussed with the County prior to accepting such other engagement. Loyalty is expected and waivers should not be anticipated.
4. A primary attorney shall be mutually agreed to for each matter. A previously approved primary attorney may not be changed without the County's approval.
5. As and when requested, Outside Counsel shall provide evaluations regarding proposed strategy, scope of work, potential outcomes, settlement options, fee and cost budget estimates.
6. Outside Counsel may only engage additional attorneys within Outside Counsel's firm when necessary to accomplish the representation in an efficient and costs effective manner. Routine meetings, depositions, or court proceedings should be handled efficiently and without duplication of effort.
7. Expenses in excess of **\$250.00** extensive research projects, experts, or consultants must be approved by the County in advance. Outside Counsel should inquire if the County has resources available to defray costs and expenses.
8. Settlements should be encouraged and the prospects for settlements should be pursued and considered as early as possible. No matter may be settled without the consent of the County Commission.
9. The use of County personnel for support at trial should be scheduled with ample notice to the employees. Their appearance and time commitment should be scheduled during regular work hours and utilized in an efficient manner so as to minimize the time required away from their normal job duties. Notices to employees to be available for trial or deposition should be directed through the County Attorney's Office.

10. Outside Counsel shall keep the County informed on the progress of Outside Counsel's representation even through Outside Counsel may be primarily interacting with other County personnel. No petition, complaint, counterclaim, cross-claim, or a third-party claim may be filed without the County's consent. Significant legal strategies shall be discussed with the County prior to implementation.
11. Outside Counsel acknowledges and agrees to the Polk County General Terms and Conditions attached hereto as exhibit "A."
12. Reasonable expenses for customary out of town business expenses deemed integral to the completion of this engagement will be reimbursed at a cost factor of 1.0. Requests shall be submitted to the County Attorney's Office with matching receipts and specific documentation outlining the nature of the business conducted in association with the expenditure. Unless otherwise previously approved by the County Attorney, requests shall be based upon the following guidelines:
 - A. Car Rental – Limited to mid-size vehicles or smaller;
 - B. Airline Travel – Limited to tourist or coach class fare; all efforts will be made to identify the most economical flight option available at time of scheduling;
 - C. Use of private automobiles for legal matter related travel will be reimbursed at the IRS Standard Mileage Rate for business miles driven then in effect;
 - D. Hotel accommodations and meal expenses will be reimbursed in the same manner and at the same rate as county employees;
 - E. Incidentals related to the hotel stay will not be reimbursed;
 - F. No entertainment expenses will be reimbursed, including, without limitation, alcoholic beverages, in-room entertainment, registrations, tickets to sporting events or entertainment events, banquet and/or client entertainment;
 - G. No reimbursement will be provided for personal expenses of any nature.
13. Invoices shall be rendered monthly if any charges have accrued during that period. Statements should typically be rendered within 10 days following the end of the month in which charges accrued. They should include the following:
 - A. Identification of the matter;
 - B. The period of time in the invoice covers;
 - C. A detailed description of each task performed during the billing period on a daily basis, including the name of the person performing the task; the amount of time spent to the nearest one-tenth of an hour, and the billing rate for that person;
 - D. The total hourly time expended by each person with the hourly rate for that person, including a designation as to whether the person is a senior attorney, junior attorney, paralegal, or legal assistant;
 - E. Total amount of costs reimbursement; and

F. Total.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the date of the last party to sign below. This Agreement shall become effective upon execution of the last party and shall continue until this Agreement is canceled unilaterally by the County, or by mutual consent of the parties.

POLK COUNTY, FLORIDA

Campbell, Trohn, Tamayo, & Aranda, P.A.

T.R. Wilson, Chairman
Board of County Commissioners



Date: _____

Date: 12/4/24

ATTEST:

STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

Reviewed as to form and legal sufficiency

By: _____
Polk County Attorney's Office

Exhibit “A”
Polk County General Terms and Conditions

For purpose of these general terms, the person or entity entering into the contract with Polk County, Florida, a political subdivision of the State of Florida shall be referenced as “Contractor” and by entering into an agreement with Polk County, the Contractor agrees to these general terms.

I. **Sovereign Immunity**. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY’S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

II. Certification of Non-Scrutinized Company

A. Contractor hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

(i) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

(ii) Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:

(a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

(iii) The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

(iv) The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:

(a) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

(v) The undersigned is duly authorized to execute this Certification by and on behalf of the

Contractor.

III. PUBLIC MEETINGS AND RECORDS.

A. CONTRACTOR acknowledges the COUNTY's obligation under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. CONTRACTOR further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, CONTRACTOR shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without any manner limiting the generality of the foregoing, to the extent applicable, CONTRACTOR acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i).keep and maintain public records required by the COUNTY to perform the services required under this Contract;

(ii).upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii).ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if CONTRACTOR does not transfer the records to the COUNTY; and

(iv).upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

IV. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this

Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

- C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

V. Annual Appropriations

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Commission may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Commission may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Commission's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made by the County for that purpose.

VI. Non-Discrimination

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

VII. Contingent Fees

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

VIII. Public Entity Crimes

The Contractor understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the condition under Section 287.133, Florida Statutes applies to the Contractor, relating to conviction for a public entity crime.