

**DISCLOSURE COUNSEL SERVICES AGREEMENT  
(RFP-604739-24/LAS)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY,” and **HOLLAND & KNIGHT, LLP**, whose address is 200 S Orange Ave # 2400, Orlando, Florida 32801 in this Agreement referred to as “ATTORNEY.”

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified attorney to provide disclosure counsel services for COUNTY; and

**WHEREAS**, COUNTY has requested and received proposals for the retention of the services of an attorney; and

**WHEREAS**, ATTORNEY is competent, qualified, and duly authorized to practice law in the State of Florida and the United States District Court for the Middle District of Florida and desires to provide professional legal services to COUNTY according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and ATTORNEY agree as follows:

**Section 1. Services.** ATTORNEY shall provide timely professional services to COUNTY related to its annual disclosure documents and primary debt offerings, and perform those tasks as further described in the Scope of Services attached to and incorporated in this Agreement as Exhibit A. Requests for services as to specific tasks will be described and

authorized as forth in Section 4 below. All services are to be performed on an as-needed basis. This Agreement alone does not authorize the performance of any services or require COUNTY to authorize services.

**Section 2. Term.** This Agreement takes effect on the date of execution by COUNTY and continues for a period of five (5) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each.

**Section 3. Compensation.** COUNTY shall compensate ATTORNEY for the professional services provided under this Agreement on a “Fixed Fee per transaction basis.” This fee will be negotiated between ATTORNEY and the COUNTY’s Financial Advisor, pending approval of the County Attorney. Such compensation shall be outlined and incorporated into this Agreement as Exhibit B.

**Section 4. Requests for Services.**

(a) Requests for performance of professional services by ATTORNEY under this Agreement will be made in writing by the County Attorney or her designee on behalf of COUNTY. Each Request for Services will be numbered and will describe the services required, state the dates for commencement and completion, and state limitations on the Scope of Services or on the amount of compensation, if any. COUNTY makes no promise as to the number of service requests or that ATTORNEY will perform any services for COUNTY under this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined to be in the best interest of COUNTY to do so.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. COUNTY designates its County Attorney or her designee as the

point of contact to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define policy and decisions pertinent to the work covered by this Agreement.

(c) Expiration of the term of this Agreement will have no effect upon Requests for Services issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties entered under such Requests for Services will remain in effect until completion of the work authorized by the respective Request for Services or the conclusion of litigation in which ATTORNEY represents COUNTY, whichever occurs first. No additional Requests for Services may be issued after the expiration of this Agreement nor may any Requests for Services that survive expiration of this Agreement's term be amended to add additional services beyond those expressed prior to this Agreement's termination.

**Section 5. Changes in the Scope of Services.** COUNTY or ATTORNEY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized by COUNTY in writing and duly signed by the parties.

**Section 6. Responsibilities of ATTORNEY.**

(a) ATTORNEY shall timely provide the professional services and facilities required to assist COUNTY in the field of disclosure counsel services.

(b) ATTORNEY shall keep abreast of statutes, regulations, codes, and applicable case law in all areas of responsibility at ATTORNEY's sole expense.

(c) MICHAEL L. WIENER, Esquire is designated as the attorney to provide services to COUNTY.

(d) ATTORNEY shall utilize associates and legal assistants or paralegals under the supervision of ATTORNEY, where appropriate, to accomplish cost effective performance of services. ATTORNEY shall plan budgets for the defense of cases in terms of the use of experts and related matters.

(e) It is the responsibility of ATTORNEY to specifically request all required information and to allow for reasonably sufficient time to review all information so as not to delay performance under this Agreement without good cause.

(f) ATTORNEY is responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement. ATTORNEY shall correct or revise any errors or deficiencies in the work performed under this Agreement that results from the negligence of ATTORNEY without additional compensation.

(g) COUNTY's review of approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. ATTORNEY is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by ATTORNEY's performance of any services or provision of any materials under this Agreement.

#### **Section 7. Payment for Services and Billing.**

(a) In consideration of the promises and the faithful performance by ATTORNEY of ATTORNEY's obligations, COUNTY shall pay ATTORNEY in accordance with Section 3, relating to compensation.

(b) Authorized services may contain a “Limitation of Funds” amount. ATTORNEY is not authorized to exceed that amount without the prior approval of COUNTY. The approval, if given, will be in writing and indicate a new “Limitation of Funds” amount.

(c) In lieu of or in addition to establishment of a Limitation of Funds amount, COUNTY may provide for a “Not to Exceed” amount for any service authorization.

(d) COUNTY shall compensate ATTORNEY for the actual work hours required to perform the services authorized. Such actual work hours may not include compensation for travel time to or from the Seminole County Attorney’s Office or travel time to or from court appearances. COUNTY shall make payment to ATTORNEY when requested as work progresses, but not more than once monthly for services rendered. ATTORNEY shall provide an itemized invoice based on actual services rendered, including, but not limited to, the following information:

(1) The name and address of ATTORNEY.

(2) Contract Number.

(3) Request for Services Number.

(4) A complete and accurate time record of services performed by ATTORNEY in increments of one-tenth (1/10) of an hour for all services performed by ATTORNEY during that month and for which COUNTY is being billed and the name of the individual who performed each service.

(5) A description of the services rendered in Section 5(d)(4) above, corresponding to the one-tenth (1/10) time increments, with sufficient detail to identify the exact nature of the work performed. As an example of the specificity required, it would not be appropriate to simply list the service performed as “research”; rather it is required that the

specific matter being researched be defined in such detail as would permit a determination to be made as to the necessity for the research and whether the time attributable to it is reasonable.

(6) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice must be sent to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772-8080

A copy of the invoice must be sent to:

Seminole County Attorney's Office  
County Services Building  
1101 East 1st Street  
Sanford, Florida 32771

(7) ATTORNEY will also be entitled to payment for reimbursement at cost for court reporter fees and approved costs associated with litigation on behalf of COUNTY and document scan costs at actual cost.

## **Section 8. General Terms and Payment.**

(a) Upon satisfactory completion of all work required under service authorizations issued under this Agreement or any supplement to it and upon acceptance of the work by COUNTY, ATTORNEY may invoice for the full amount of compensation provided for under the terms of this Agreement, less any amount already paid by COUNTY. Upon review and approval of ATTORNEY's invoice, COUNTY shall pay ATTORNEY the approved amount in accordance with the provisions of Chapter 218, Part VII, Florida Statutes. Each service authorization will be treated separately for final payment purposes.

(b) COUNTY may perform an audit of the records of ATTORNEY at any time during the term of this Agreement and after final payment to support final payment under any service authorization issued under this Agreement. Audits may be performed at a time mutually agreeable to ATTORNEY and COUNTY. Total compensation to ATTORNEY may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to ATTORNEY. Performance of this audit will not delay final payment due under this Agreement.

(c) ATTORNEY shall maintain any and all books, documents, papers, accounting records, and other evidence pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. ATTORNEY shall make such materials available at ATTORNEY's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided above. ATTORNEY shall maintain separate accounting records for each service authorization.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in this section, reveals any overpayment by COUNTY to ATTORNEY under the terms of this Agreement, ATTORNEY shall refund such overpayment to COUNTY within thirty (30) days of COUNTY's notice of the overpayment to ATTORNEY.

**Section 9. Ownership of Documents.** All legal opinions or any other form of written instrument or document that may result from ATTORNEY's services or that is created during the course of ATTORNEY's performance under this Agreement will become the property of COUNTY after final payment is made to ATTORNEY. However, ATTORNEY retains the right to retain copies of its work product and to use them for appropriate purposes.

**Section 10. No Contingent Fees.** ATTORNEY warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for ATTORNEY, to solicit or secure this Agreement and that ATTORNEY has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for ATTORNEY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the price of this Agreement or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 11. Equal Opportunity Employment.** ATTORNEY shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. ATTORNEY shall take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 12. Conflict of Interest.**

(a) ATTORNEY shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.



(b) ATTORNEY hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of ATTORNEY to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

(c) During the term of this Agreement, except as provided below, ATTORNEY shall not accept representations of another client to pursue interests that are directly adverse to COUNTY's interests unless and until ATTORNEY has made full disclosure to COUNTY of all relevant facts, circumstances, and implications of its undertaking of the two representations and COUNTY's consent to ATTORNEY's representation of the other client.

**Section 13. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 14. Subcontractors.** ATTORNEY shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. ATTORNEY will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 15. Independent Contractor.** Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting ATTORNEY, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. ATTORNEY is and will remain an independent contractor with respect to all services performed under this Agreement.

**Section 16. Indemnification of COUNTY.**

(a) ATTORNEY shall hold harmless, indemnify, and defend COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits, to the extent arising from, or related to ATTORNEY's provision of services under this Agreement caused by ATTORNEY's intentional or negligent act or omission in the performance of this Agreement, except this Agreement to indemnify shall be void and of no force and effect if it impairs ATTORNEY's insurance coverage or otherwise deprives ATTORNEY of any benefit under said insurance.

(b) ATTORNEY shall require all subcontractors to enter an agreement containing the provisions set forth in the preceding subsection in which agreement the subcontractors fully indemnify COUNTY in accordance with this Agreement.

**Section 17. Insurance.**

(a) ATTORNEY shall maintain at all times throughout the duration of this contract, and at its sole expense, the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(1) ATTORNEY shall require and ensure that each of its sub-Vendors/sub-Contractors providing services under this Agreement (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Agreement.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by ATTORNEY will relieve ATTORNEY of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by ATTORNEY in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of ATTORNEY.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, ATTORNEY shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and ATTORNEY shall remedy any deficiencies in the policies of insurance within ten (10) days. ATTORNEY reserves the right to review and approve any such COUNTY request for additional information or to remedy any deficiencies in ATTORNEY's professional liability policy.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of ATTORNEY or any other party.

(b) General Requirements.

(1) Upon COUNTY's request, ATTORNEY shall furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit C, and including the following as Certificate Holder:

Seminole County, Florida  
Seminole County Services Building  
1101 East 1st Street  
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all non-Professional Liability insurance policies must be endorsed to provide the COUNTY with, not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation of coverage and ATTORNEY will

promptly provide notice of any cancellation of professional liability insurance or non-renewal of insurance. Until such time as the insurance is no longer required to be maintained, ATTORNEY shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, ATTORNEY shall provide COUNTY with a certified copy of each of the non-Professional Liability policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request and proof of Professional Liability insurance. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by ATTORNEY.

(4) [Intentionally omitted]

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY, and COUNTY shall apportion the proceeds between COUNTY and ATTORNEY as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, and Business Auto policies.

(7) Coverage: The insurance provided by ATTORNEY pursuant to this Agreement must apply on a primary and non-contributory basis as to General Liability and Auto Liability insurance and primary with respect to its Professional Liability insurance and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners

or COUNTY's officials, officers, or employees will be in excess of and not contributing with the insurance provided by ATTORNEY.

(8) Waiver of Subrogation: Except for professional liability insurance, all policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then ATTORNEY shall immediately notify COUNTY as soon as ATTORNEY has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as ATTORNEY has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, ATTORNEY will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of ATTORNEY, ATTORNEY, at ATTORNEY's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit C. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by ATTORNEY and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) ATTORNEY's insurance must cover ATTORNEY and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage

is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by ATTORNEY are as specified in Exhibit C.

(D) If ATTORNEY asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, ATTORNEY shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion.

(E) Any Vendor/Contractor using an employee leasing company shall complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) ATTORNEY 's insurance must cover ATTORNEY for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. ATTORNEY agrees coverage shall not contain any

endorsement(s) excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by ATTORNEY are as specified in Exhibit C.

(C) Seminole County, Florida, its officials, officers, and employees are to be included as Additional Insureds. ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) ATTORNEY 's insurance must cover ATTORNEY for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event ATTORNEY does not own automobiles, ATTORNEY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by ATTORNEY are as specified in Exhibit C.



(4) Professional Liability.

(A) If required by Exhibit C, ATTORNEY shall provide a Professional Liability policy which must cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, ATTORNEY warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If such insurance is maintained on a claims-made basis, ATTORNEY shall maintain such insurance for an additional period of three (3) years following termination of the contract.

(iii) If ATTORNEY contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then ATTORNEY shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by ATTORNEY are as specified in Exhibit C.

(5) Blanket Commercial Fidelity Bond.

(A) ATTORNEY shall maintain Employee Dishonesty coverage for COUNTY-owned property and money in the care, custody, and control of the contractor. Coverage limits shall not be less than the amount specified in Exhibit C. The policy shall include as loss payee Seminole County, Florida.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting ATTORNEY's liability under the provisions of Section 16(a) above concerning indemnification.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, ATTORNEY hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which ATTORNEY had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted, and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Services Not Provided For.** No claim for services provided by ATTORNEY not specifically provided for in a Request for Services issued under this Agreement will be honored by COUNTY.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Agreement and Service Authorization in Conflict.** Except as otherwise set forth in this Agreement, whenever the terms of this Agreement conflict with any service authorization, this Agreement controls.

**Section 23. Rights at Law Retained.** The rights and remedies of COUNTY provided under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**Section 24. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole

jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 25. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Attorney's Office  
Seminole County Services Building  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

**For ATTORNEY:**

Holland & Knight, LLP  
200 S Orange Ave # 2400  
Orlando, Florida 32801

**Section 26. Termination.**

(a) Either party may terminate this Agreement, or any Request for Services issued under this Agreement, in whole or in part, at any time, by providing written notice to the other party. Termination may be for convenience or due to the failure of either party to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) ATTORNEY shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) ATTORNEY shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever

type or nature as may have been accumulated by ATTORNEY in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, ATTORNEY will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of ATTORNEY to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, ATTORNEY will be liable to COUNTY for all reasonable additional costs associated with ATTORNEY's failure to fulfill its obligations under this Agreement.

(d) ATTORNEY will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of ATTORNEY. ATTORNEY will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of ATTORNEY include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of ATTORNEY.

(e) If after notice of termination for ATTORNEY's failure to fulfill its obligations under this Agreement, it is determined that ATTORNEY did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, compensation for services performed will be made as provided in Section 26(b) above.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 27. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

HOLLAND & KNIGHT, LLP

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
MICHAEL L. WIENER, Partner

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

*[Balance of page left intentionally blank]*

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Procurement Administrator

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

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
202\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

GLK/dbd  
3/14/24 5/14/24 8/23/24

Attachments:

Exhibit A - Scope of Services

Exhibit B - Fee Schedule

Exhibit C - Insurance Requirements

Exhibit D - Affidavit of E-Verify Requirements Compliance

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## **Exhibit A**

### **General Description and Scope of Services**

Disclosure Counsel will perform services relative to annual disclosure and primary debt offerings. Services to be performed include, but are not limited to the following:

**A. Services Relative to Annual Disclosure Documents:**

1. Review status as to compliance with Securities and Exchange Commission Rule 15c-2-12. Provide feedback to County staff.
2. Assist the County in determining appropriate data and information to include in the annual disclosure documents.
3. Review annual disclosure documents and provide feedback and recommendations to County staff.
4. Inform County staff of changes in rules and regulations impacting annual disclosure submissions.

**B. Services Relative to Primary Debt Offerings:**

1. Assist the County in determining the information and specific language to be included in its Official Statements for bond or note issuance, including conducting necessary due diligence to ensure full disclosure.
2. Advise as to disclosure requirements relative to issuance of debt instruments.
3. Assist the County in ensuring the following disclosure requirements are met:
  - a. Disclosure of potential conflicts of interest and material financial relationships among issuer, advisor and underwriters, including those arising from political contributions.
  - b. Disclosure regarding the terms and risks of securities being offered.
  - c. Disclosure of issuer's financial condition, results of operation and cash flows.
  - d. Disclosure of material events for which filings must be made; and
  - e. Disclosure of instances of non-compliance with any previous continuing disclosure undertakings under Rule 15c-2-12 during the preceding five years.
4. Prepare appropriate disclosure documents in connection with County financings, including the written agreement for the benefit of the bondholders committing to continue disclosure.



5. Prepare, with the assistance of working group members, the Preliminary and Official Statement and any amendments to it.
6. Review transcripts of all proceedings in connection with County financings and indicate any necessary corrective action.
7. Render appropriate opinions as to the adequacy and completeness of information included in the offering documents relating to County financings.
8. Assist the County in terms of compliance with federal and state securities laws.
9. Attend meetings with County staff and officials, the County's financial advisor, bond counsel, underwriters, rating agencies and others, if necessary, for development of dissemination of information in connection with the issuance of debt instruments.
10. Perform other related services as required to meet disclosure requirements of Federal and State securities laws.

### **Engagement Term**

The County expects to engage disclosure counsel for a period of three (3) years and may extend, by mutual agreement, this engagement period for two (2) years.

**QUALIFICATIONS:** All firms interested in serving as disclosure counsel for Seminole County must meet the following criteria:

- A. The firm's assigned attorneys must have substantial experience in municipal bond law, tax law, local government law, the trial and appeal of bond validation actions and the issuance of tax-exempt municipal bonds and notes.
- B. The firm's attorneys must have sufficient time to execute and fulfill the duties of disclosure counsel to Seminole County and not be burdened by professional responsibilities, workload or other constraints which would interfere in any material respect with the attorney's or firm's obligations hereunder.
- C. The firm must be licensed to practice law in the State of Florida.
- D. The firm must be listed in the most recent edition of The Bond Buyer's Municipal Marketplace (i.e., the "Red Book").

**3. FIRM'S EXPERIENCE AND CAPABILITIES**

- A. Provide a description of the experience, capabilities and expertise of the firm as a whole in the following aspects of municipal finance:
  - 1. Florida municipal bond law and legislative impacts on pledged revenues,
  - 2. Federal tax law pertinent to municipal bonds,
  - 3. Local government law pertinent to municipal bonds,
  - 4. Special legal considerations relating to the expected repayment sources and types of financial undertakings,
  - 5. Preparation and issuance of preliminary and final official statements,
  - 6. Securities Exchange Commission (SEC) disclosure regulations, and
  - 7. Other expected duties and areas of practice as set forth in the Scope of Services for Disclosure Counsel.
- B. Provide a brief description of the firm's present and projected workload, staffing and ability to provide prompt and quality legal services.

- C. Provide a list of bond, note or other financial transactions for which the firm has served as disclosure counsel to government entities since January 2008. Include the information identified below:
  - 1. Issuance Date
  - 2. Size
  - 3. Title and Purpose
  - 4. Security Source
  - 5. Competitive or negotiated transaction
  - 6. Structure: Fixed, VRDB, Auction Rate, etc.
- D. Provide a list of work done for Seminole County in the past three years.
- E. Provide a list of five (5) Florida governmental clients the County may contact as references with respect to your firm's work performance. For each reference include the client name, contact person, phone number, email and indicate your role with the client. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance on prior projects/programs, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's products and services.

**4. QUALIFICATIONS OF KEY PERSONNEL:** Provide qualifications of the key personnel assigned to provide disclosure counsel services. The information provided must specifically include:

- A. The name, title, office location, area of specialty, Florida Bar number and a resume of the attorney who will be designated as the "contact person" for the firm's proposal and who will be the attorney primarily responsible for ensuring the proper performance of the services to be rendered to the County.
- B. An individual resume, name, title, office location, area of specialty and Florida Bar number and description of relevant experience and expertise of each attorney expected to perform services for the County.

Proposers must commit that the staff identified in its proposal will be assigned to the County. Any substitution must have prior approval of the County. Any substitution without such prior approval shall be grounds for disqualification or termination.

**5. METHODOLOGY – APPROACH TO WORK:**

- A. After evaluating this Request for Proposals, provide a statement demonstrating an understanding of the scope of services required. State how the firm will approach this project and the methodology to be used to perform the scope of work described herein.
- B. Provide a brief summary of the firm's operating philosophy.
- C. Describe how the firm will add value to the County as well as describing any objection, reservations, and limitations regarding the expected services and support the firm will provide.

## **Exhibit B - Price Proposal**

### **RFP-604739-24/LAS – DISCLOSURE COUNSEL SERVICES**

**Name of Proposer:** Holland & Knight LLP

**Mailing Address:** 2115 Harden Boulevard

**City/State/Zip:** Lakeland, Florida 33803

**Phone Number:** ( 863 ) 499-5362 (Michael L. Wiener) **FAX Number:** ( 863 ) 688-1168 (Lakeland office)

**E-Mail Address:** [michael.wiener@hklaw.com](mailto:michael.wiener@hklaw.com)

Disclosure Counsel's fee will be based on a "fixed-fee" per transaction basis, with said fee to be negotiated between Disclosure Counsel and the County's Financial Advisor with the approval of the County Attorney.

#### **Time Basis Method:**

Provide the hourly rate and appropriate titles for firm staff that would provide services to the County. The title classifications provided are just guidelines and the firm can use as many or as few of these as are necessary to correspond to the actual staff level composition proposed by the firm.

Hourly rate must contain total cost for the required services including all costs associated with labor, materials, coordination, and incidentals necessary for the project.

<b>Generic Classifications</b>	<b>Corresponding Title in the Firm</b>	<b>Hourly Rate</b>
Senior or Managing Partner	Senior Partner	\$ 250
Law Partner	Partner	\$ 300
Senior Associate Lawyer	Senior Counsel	\$ 225
Associate Lawyer	Associate	\$ 250
Paralegal	Paralegal	\$ 90
Office Assistant/Clerical	Legal Assistant	\$Not Applicable

For simplicity, the firm may propose a blended hourly rate for all work performed on an hourly basis, although the County may elect to use individual itemized rate structure as proposed above.

**Blended Hourly Rate:** \$ 250 for attorneys; \$90 for paralegals.

**Proposed Not-to-Exceed Annual Reimbursable Expenses:** \$ 500. Holland and Knight would continue to seek reimbursement for our actual out-of-pocket expenses in a manner consistent with the proposed form of contract attached to the RFP.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**BOND DISCLOSURE COUNSEL**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

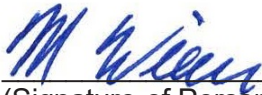
\$ 1,000,000	Combined Single Limit ( <u>Any Auto</u> or <u>Owned, Hired, and Non-Owned Autos</u> )
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D. Professional Liability: \$ 10,000,000 Per Claim

~~ End Exhibit C ~~

**Reimbursable Expenses:** Firm shall be entitled to reimbursable expenses in addition to the hourly rate for services. Reimbursable expenses may include actual expenditures made by the firm, his employees, or his professional associates in the performance of the scope of services as listed:

1. Travel expenses in connection with performance of the Scope of Services based on Sections 112.061 (7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for credit, civil and criminal background checks and for advertising. Reimbursement for meals, travel, vehicle mileage, tolls, and parking **SHALL** not apply to local employees of the firm.
  - A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.
  - B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.
  - C. Reimbursement for lodging shall be at seventy-five (\$75.00) or the actual expenses for lodging at a "non-resort" type hotel located in Seminole County, Florida.
  - D. Meals shall not exceed:
    1. Breakfast:  
\$6.00 without receipts  
\$10.00 with receipts
    2. Lunch:  
\$11.00 without receipts  
\$13.00 with receipts
    3. Dinner:  
\$19.00 without receipts  
\$27.00 with receipts
  - E. Reimbursement for airfare shall be based on coach rates.
2. Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.
3. If authorized in writing in advance by the County Attorney or designee, the cost of other expenditures made by firm in the interest of the Project.
4. Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and a brief explanation of the expense.
5. All reimbursable expenses shall be itemized on the invoices.
6. All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.



(Signature of Person signing FORM)

Michael L. Wiener

(Printed name of person signing FORM)

Partner

(Title of person signing FORM)

Agreement Name: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number \_\_\_\_\_ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consultant Name

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Full Name of Affiant).

\_\_\_\_\_  
Print/Type Name\_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_