

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into this 11th day of April, 2023, by and between the VALUE ADJUSTMENT BOARD SUMTER COUNTY, FLORIDA, hereinafter referred to as "VAB," and Joseph Haynes Davis, PA, hereinafter referred to as the "LEGAL COUNSEL",

WITNESSETH:

WHEREAS, the VAB has determined that it has a need for legal assistance of LEGAL COUNSEL; and

WHEREAS, LEGAL COUNSEL has agreed to provide such legal services; and

WHEREAS, LEGAL COUNSEL represents that it is capable of providing in an able and competent manner those services described below; and

WHEREAS, the VAB desires to engage LEGAL COUNSEL for such legal services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services to be Performed

a) LEGAL COUNSEL hereby agrees to represent the VAB in all matters coming before the VAB, including any litigation arising out of its official duties, and agrees to attend all regularly scheduled meetings of the VAB. LEGAL COUNSEL agrees to consult with and advise Special Magistrates appointed by the VAB on such occasions and as the need should arise during the course of hearings held before said Special Magistrates.

b) In addition to the other duties specified in this Agreement, LEGAL COUNSEL further agrees to provide training to the Special Magistrates as may be necessary and as directed.

c) **LEGAL COUNSEL shall, at all times, comply with the Florida**

Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida. If LEGAL COUNSEL has questions regarding the application of Chapter 119, Florida Statutes, to LEGAL COUNSEL's duty to provide public records relating to this agreement, contact the custodian of public records at 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.

2. Authority to Practice/Conflict of Interest/Professional Responsibility

LEGAL COUNSEL, by executing this Agreement, hereby represents and warrants that LEGAL COUNSEL is fully qualified to perform the Scope of Services contemplated in this Agreement; and that LEGAL COUNSEL is and will continue to be a member in good standing of The Florida Bar, and has and will maintain all licenses required to perform the Scope of Services rendered under this Agreement. LEGAL COUNSEL shall not be prohibited from handling privately retained cases in his or her private practice so long as it does not otherwise interfere with LEGAL COUNSEL'S obligations under this Agreement. LEGAL COUNSEL shall promptly notify VAB of any ethical conflicts that may arise or if for some reason LEGAL COUNSEL believes it would be inappropriate for LEGAL COUNSEL to represent the VAB in a particular matter. LEGAL COUNSEL agrees and covenants that LEGAL COUNSEL shall perform the services described herein while at all times complying with the requirements of the Code of Professional Responsibility and the Disciplinary Rules of The Florida Bar. Any actions by LEGAL COUNSEL that do not comport with the Code of Professional Responsibility and the Disciplinary Rules of the Florida Bar shall be the sole responsibility and liability of LEGAL COUNSEL.

3. Date of Agreement.

Services performed pursuant to this Agreement shall commence on the date of execution of this Agreement. This Agreement may be amended only by mutual agreement of the parties, in writing. This Agreement may not be assigned by any party, and the work performed hereunder may not be assigned to another attorney within LEGAL

COUNSEL'S Firm, without prior written approval from the VAB. Either Party may terminate this Agreement at any time upon 30 days' written notice to the other party.

4. Compensation

As compensation for LEGAL COUNSEL providing services to the VAB as described herein, the VAB shall pay LEGAL COUNSEL as follows:

- a) \$300.00 per hour, for billed time of attorney, who is the attorney expected to perform this Agreement. The minimum compensation due for a scheduled meeting of the VAB shall not be less than the hourly rate times three (3) hours, inclusive of any preparation time. This Agreement does not guarantee LEGAL COUNSEL will receive a minimum payment each month. VAB reserves the right to schedule meetings as necessary during the term of this Agreement.
- b) Reasonable out-of-pocket costs and expenses for such items as photocopying, delivery charges, long distance telephone charges, filing fees, and other similar items incurred as a result of this Agreement. Reimbursement for a cost or expense of \$100.00 or more shall be supported by the actual paid invoice, whereas costs and expenses of less than \$100.00 shall be itemized and detailed as to the amount.
- c) Out-of-county travel and per diem reimbursements shall be in accordance with Chapter 112 of the Florida Statutes. However, standard travel mileage from LEGAL COUNSEL'S office to Sumter County shall not be compensable.
- d) Request for reimbursement of out-of-pocket costs, and out-of-county travel and per diem expenses shall be submitted monthly.

5. Invoices

LEGAL COUNSEL shall submit such invoices to the VAB on a monthly basis and said invoice billings shall be itemized as to dates, hourly rates and amounts. All sums paid to LEGAL COUNSEL shall, in each case, be subject to the receipt by the VAB of a detailed statement of services rendered from LEGAL COUNSEL, including sufficient documentation to enable the VAB to properly perform its audit responsibilities for the use of public funds, certification that LEGAL COUNSEL has performed said services in conformance with this Agreement and LEGAL COUNSEL is entitled to receive the amount specified herein. Invoices shall be submitted in such a manner as will permit their inspection pursuant to Chapter 119 of the Florida Statutes. As LEGAL COUNSEL is part of Law Offices of Joseph Haynes Davis, PA, payment of LEGAL COUNSEL'S services shall be paid to: Law Offices

of Joseph Haynes Davis, PA.

6. Jurisdiction and Venue; Attorney's Fees.

The parties agree that any disputes arising from this agreement shall be governed by the laws of the State of Florida. The parties agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. The parties further agree that entry into this Agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida; the parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court. Party/Parties agree(s) that this Agreement is consummated and entered into in Sumter County, Florida. Process in any action or proceeding referred to in this Agreement may be served on any party anywhere in the world. If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then the party prevailing in that action shall be entitled to recover its costs and fees in that action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein.

7. Independent Contractor

LEGAL COUNSEL is, and shall be, in the performance of all services under this Agreement, an independent contractor, and not an employee, agent, or servant of the VAB. LEGAL COUNSEL assumes responsibility for payment of all federal, state and local taxes imposed or required of the LEGAL COUNSEL under unemployment insurance, Social Security and income tax laws. LEGAL COUNSEL shall be solely responsible for any worker's compensation insurance required by law. The parties agree that the VAB shall not: (a) pay dues, licenses or membership fees for LEGAL COUNSEL; (b) require attendance by LEGAL COUNSEL, except as otherwise specified herein; (c) control the method, manner or means of performing the Scope of Services under this Agreement, except as otherwise specified herein; or (d) restrict or prevent LEGAL COUNSEL from working for any other party.

8. Indemnification and Insurance

LEGAL COUNSEL shall be solely and entirely responsible for LEGAL COUNSEL'S tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. LEGAL COUNSEL shall indemnify and save harmless the VAB, its agents, employees and officers from and against all liabilities, claims, demands,

or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of LEGAL COUNSEL during performance under this Agreement. If permitted by law, LEGAL COUNSEL shall be allowed to partake of the benefits of sovereign immunity and Section 768.28, Florida Statutes, as it may be amended from time to time. LEGAL COUNSEL shall maintain appropriate professional liability or malpractice coverage.

9. Notice

All notices, demands, and other writings either required and/or permitted under this Agreement shall be deemed to have been fully given, made, or sent when it is either: (a) prepared in writing and deposited in the United States Mail, certified, return receipt requested, postage pre-paid, and properly addressed to the Party to be notified at its address of record; or (b) actually delivered by a nationally recognized courier service, with receipt thereof by the addressee being acknowledged by an authorized signature.

10. General

The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. The parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. This Agreement supersedes any prior understandings or agreements between the parties, there are no other agreements between the parties concerning this subject matter except as set forth herein; and there are no representations, warranties, or oral agreements other than those expressly set forth herein. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of

any subsequent breach by any party. Time shall be of the essence of this Agreement. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms. Captions or paragraph headings herein contained are for organizational convenience only, and shall not be construed as material provisions of this Agreement or to limit any provisions hereunder. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender, all words in their singular form shall be construed as if the plural had been used where the context of the party so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

SUMTER COUNTY

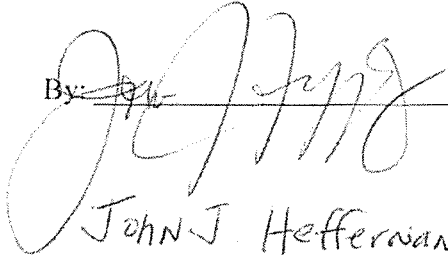
BOARD OF COUNTY COMMISSIONERS


By: _____

By: Craig A. Estep, Chairman

Date Signed: _____

ATTEST:

By: 
JOHN J. HEFFERNAN JR.


By: Joseph H. Davis, QQ
Flu. Ann
0458058
Date Signed: 3/31/2023