

RESOLUTION NO. 2018 - 356

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 18-79 AND TO EXECUTE AN AGREEMENT FOR OUTSIDE LEGAL COUNSEL FOR OPIOID LITIGATION.

RECITALS

WHEREAS, the County desires to enter into a contract with Romano Law Group to provide Outside Legal Counsel for Opioid Litigations in accordance with RFP No. 18-79; and

WHEREAS, the scope of the services shall include outside legal counsel to advise and represent the County in pursuing litigation seeking damages incurred by the County as a result of the opioid epidemic on a contingency fee basis in accordance with RFP No: 18-79; and

WHEREAS, through the County's formal RFP process, Romano Law Group was determined to be qualified respondent to enter into contract with the County to perform the work referenced above; and

WHEREAS, the County will review the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 18-79 to Romano Law Group and to execute a contract to provide the services set forth therein.

Section 3. Upon board approval, the County Administrator, or designee, is authorized to enter into negotiations, and upon successful negotiations, to execute an agreement in the same substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 18-79.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16 day of October, 2018.

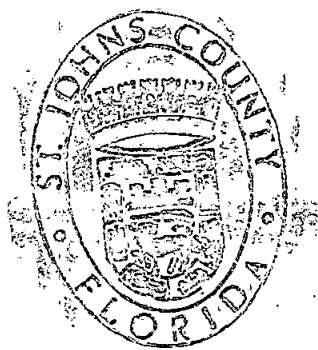
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT - Hunter S. Conrad, Clerk

By: Rem Halterman
Deputy Clerk

RENDITION DATE 10/18/18



**CONTRACT FOR PROFESSIONAL LEGAL SERVICES
BY AND BETWEEN
ST. JOHNS COUNTY AND ROMANO LAW GROUP**

THIS CONTRACT is made and entered into on _____, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("COUNTY") and **ROMANO LAW GROUP**, ("OUTSIDE COUNSEL"), whose Federal Tax Identification number is 65-0264906.

WHEREAS, the COUNTY desires to engage OUTSIDE COUNSEL to provide legal services, advice and representation to the COUNTY, and

WHEREAS, OUTSIDE COUNSEL desires to provide legal services, advice and representation to the COUNTY;

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

ARTICLE 1. LEGAL SERVICES

OUTSIDE COUNSEL shall perform outside legal counsel services ("Legal Services"), from initiation to conclusion, on behalf of the COUNTY, to pursue litigation to seek damages incurred by the COUNTY as a result of the opioid epidemic, in accordance with the terms of this Contract, including Exhibit A (Scope of Work/Services) and Exhibit D (OUTSIDE COUNSEL'S proposal), which are attached hereto and incorporated herein. As used herein, the Legal Services and the term "litigation" shall include any appeals and counterclaims.

Conflicting provision hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A, B and C; (2) the provisions of RFP NO. 18-79 and all Amendments thereto, which are incorporated into and made a part of this Contract; and (3) Exhibit D, OUTSIDE COUNSEL'S proposal dated August 16, 2018.

ARTICLE 2. FEE PERCENTAGE

No payment shall be made by the COUNTY to OUTSIDE COUNSEL for services provided under this Contract; however, in any litigation in which OUTSIDE COUNSEL represents the COUNTY, from initiation to conclusion, as authorized by this Contract, upon any favorable monetary recovery or monetary judgment for the COUNTY, OUTSIDE COUNSEL shall be entitled to a contingency fee rate of 10%-25% (see Fee

Proposal) all monetary amounts recovered and shall be reimbursed all reasonable and necessary expenses associated with the legal services being rendered as set forth in ARTICLE 3 of this Contract.

ARTICLE 3. EXPENSES AND COSTS

(a) In any litigation in which OUTSIDE COUNSEL represents the COUNTY, from initiation to conclusion, as authorized by this Contract, upon any favorable monetary recovery or monetary judgment for the COUNTY, the COUNTY agrees to reimburse OUTSIDE COUNSEL for its reasonable and necessary expenses and costs incurred during the course of providing the Legal Services. The expenses and costs may include, but are not limited to, out-of-pocket expenses for express mail, long-distance telephone charges, postage, printing and photocopying.

(b) All requests for payment of expenses eligible for reimbursement under this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the St. Johns County Clerk & Comptroller's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Legal Services. Long-distance telephone calls shall identify the person(s) called, purpose of call, time and cost. Photocopying or printing charges shall give a general description of documents copied or printed and the rate charged. Mileage charges shall identify the destination, numbers of miles, rate, and purpose of travel. Any out-of-county travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract shall be approved in writing by the County Attorney or designee, in advance, and paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

(c) OUTSIDE COUNSEL shall maintain adequate records to justify all its charges, expenses and costs of performing the Legal Services for at least five (5) years after termination of this Contract. COUNTY shall have access to such books, records and documents as required for the purpose of inspection or audit during OUTSIDE COUNSEL'S normal business hours, at COUNTY'S expense, upon reasonable written notice.

(d) No reimbursement will be made for travel expenses incurred by OUTSIDE COUNSEL to, from, or within St. Johns County without the prior written authorization of the County Attorney or designee.

ARTICLE 4. APPROVAL NECESSARY FOR SETTLEMENT

The COUNTY shall be notified and consulted upon any potential for resolution for any litigation. Any potential settlement is subject to the COUNTY's approval.

ARTICLE 5. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

a) OUTSIDE COUNSEL shall maintain its files on this matter, including adequate records to justify all charges, expenses, and costs incurred in performing the LEGAL SERVICES, for at least five (5) years after termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this subparagraph for the purpose of inspection and/or audit during normal business hours, at the COUNTY's expense, upon reasonable written notice to OUTSIDE COUNSEL.

b) OUTSIDE COUNSEL shall provide status reports, either oral or in writing, at the request of the County Attorney's Office. At the request of the COUNTY, OUTSIDE COUNSEL shall deliver to the COUNTY all documents and materials prepared by and for the COUNTY in the course of providing the LEGAL SERVICES.

c) OUTSIDE COUNSEL has been advised that the COUNTY and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). OUTSIDE COUNSEL shall observe and comply with the requirements of these laws and all related COUNTY policies and procedures in performing the LEGAL SERVICES hereunder.

d) Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if OUTSIDE COUNSEL: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., OUTSIDE COUNSEL shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. OUTSIDE COUNSEL is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY's Custodian of Public Records, 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 or as otherwise provided by law. OUTSIDE COUNSEL further agrees that all fees, charges and expenses shall be determined in accordance with the St. Johns County Fee Schedule, as it may be

amended or replaced from time to time.

3. 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 this Contract's term and following completion of this Contract if OUTSIDE COUNSEL does not transfer the records to the COUNTY.
4. Upon completion of this Contract, OUTSIDE COUNSEL shall transfer, at no cost, to the COUNTY, all public records in possession of OUTSIDE COUNSEL unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If OUTSIDE COUNSEL transfers all public records to the COUNTY upon completion of this Contract, OUTSIDE COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OUTSIDE COUNSEL keeps and maintains public records upon completion of this Contract, OUTSIDE COUNSEL shall meet all applicable requirements for retaining public records. All records stored electronically by OUTSIDE COUNSEL must be provided to the COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of OUTSIDE COUNSEL to comply with the requirements of this subsection shall be a material breach of this Contract. The COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. OUTSIDE COUNSEL acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF OUTSIDE COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OUTSIDE COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE OFFICE OF THE COUNTY ATTORNEY AT 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL

32084, OR BY PHONE AT (904) 209-0805.

ARTICLE 6. CONFIDENTIALITY; DISCLOSURE AND OWNERSHIP OF DOCUMENTS

OUTSIDE COUNSEL shall provide periodic status reports, either oral or in writing, as requested by the County Attorney or designee.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense shall be kept confidential by OUTSIDE COUNSEL and shall not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction. All drawings, maps, and sketches, and other data developed or purchased under this Contract or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused solely at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 7. BUSINESS ASSOCIATE AGREEMENT

As a business associate of the COUNTY, OUTSIDE COUNSEL, including its agents, servants, subcontractors, and employees, shall carry out its obligations under this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and regulations promulgated thereunder ("HIPAA Regulations"), all as may have been and may be amended from time to time.

OUTSIDE COUNSEL and the COUNTY shall enter into the Business Associate Agreement ("BAA") attached hereto as Exhibit B, which is hereby incorporated herein as a part of this Contract and which may be updated from time to time by COUNTY in accordance with law. OUTSIDE COUNSEL shall require and ensure that any business associates, agents and/or subcontractors who have access to protected health information, in providing services contemplated by this Contract, enter into a written BAA

with OUTSIDE COUNSEL, agreeing in writing to be bound by the same restrictions and conditions that apply to the OUTSIDE COUNSEL with respect to such protected health information.

OUTSIDE COUNSEL shall protect, defend, reimburse, indemnify, and hold the COUNTY, its agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, penalties, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of the acts or omissions of OUTSIDE COUNSEL, including its agents, employees, servants and subcontractors, relating to the duties and obligations imposed by HIPAA, HITECH, HIPAA Regulations, the BAA, and/or any other business associate agreements relating to the services provided hereunder.

ARTICLE 8. TERM: TERMINATION

a) This Contract shall be effective upon approval by both parties, and shall remain in place until the conclusion of any litigation relating to the opioid epidemic in which OUTSIDE COUNSEL represents the COUNTY; provided, however, that this Contract may be sooner terminated as provided for herein.

b) This Contract may be terminated by the COUNTY, with or without cause, upon ten (10) days' written notice to OUTSIDE COUNSEL. The Contract may be terminated by OUTSIDE COUNSEL upon ninety (90) days' written notice to the COUNTY so long as such termination is consistent with attorney's professional obligations. Upon termination by either party, OUTSIDE COUNSEL shall transfer to the COUNTY all work in progress, completed work, and other materials related to the legal services rendered under this Contract.

c) If OUTSIDE COUNSEL terminates this Contract before completion of any pending litigation being handled pursuant to this Contract, it shall not seek, nor be awarded, any further work as OUTSIDE COUNSEL for the COUNTY on this or any other matter.

ARTICLE 9. DELETED.

ARTICLE 10. INSURANCE

A. OUTSIDE COUNSEL shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. OUTSIDE COUNSEL shall

agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by OUTSIDE COUNSEL are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by OUTSIDE COUNSEL under the contract.

- B. **Commercial General Liability.** OUTSIDE COUNSEL shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. OUTSIDE COUNSEL shall provide this coverage on a primary basis.
- C. **Business Automobile Liability.** OUTSIDE COUNSEL shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event OUTSIDE COUNSEL doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing OUTSIDE COUNSEL to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. OUTSIDE COUNSEL shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability.** OUTSIDE COUNSEL shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. OUTSIDE COUNSEL shall provide
this coverage on a primary basis.
- E. **Professional Liability.** OUTSIDE COUNSEL shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of OUTSIDE COUNSEL'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, OUTSIDE COUNSEL shall maintain a Retroactive Date prior to or equal to the

effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, OUTSIDE COUNSEL shall purchase a SERP with a minimum reporting period not less than 3 years. OUTSIDE COUNSEL shall provide this coverage on a primary basis.

F. **Additional Insured.** OUTSIDE COUNSEL agrees to endorse COUNTY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "St. Johns County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." OUTSIDE COUNSEL shall provide the Additional Insured endorsement coverage on a primary basis.

G. **Waiver of Subrogation.** OUTSIDE COUNSEL hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then OUTSIDE COUNSEL shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which specifically prohibits such an endorsement or voids

coverage should OUTSIDE COUNSEL enter into such an agreement on a pre-loss basis.

H. **Certificate(s) of Insurance.** Prior to execution of this Contract, OUTSIDE COUNSEL shall deliver to the COUNTY'S representative a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to

notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to: St. Johns Count, 500 San Sebastian View, St. Augustine, FL 32084, Attn: Bradley Bulthuis, Senior Assistant County Attorney.

- I. **Umbrella or Excess Liability.** If necessary, OUTSIDE COUNSEL may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11. INDEMNIFICATION

OUTSIDE COUNSEL acknowledges and agrees that any legal action initiated, undertaken, or continued by OUTSIDE COUNSEL on COUNTY's behalf shall be done so based solely on the COUNTY's reliance on OUTSIDE COUNSEL's expertise, judgment, and recommendation. Accordingly, should attorney's fees, costs, interest, penalties, and/or damages of any kind be awarded or entered against the COUNTY in, or arising from, any legal action initiated, undertaken, or continued by OUTSIDE COUNSEL, including appeals and counterclaims, then, to the fullest extent allowed by law and the rules regulating the Florida Bar, OUTSIDE COUNSEL shall assume responsibility for such and shall promptly indemnify, and remit payment to, the COUNTY to fully cover the amounts of any and all such attorney's fees, costs, interest, penalties, and/or damages of any kind, and otherwise make the COUNTY whole.

OUTSIDE COUNSEL shall indemnify, hold harmless, and defend the COUNTY,

its agents, servants, elected officials, and employees from and against any and all claims, liability, losses, expenses, costs, damages, and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise by virtue of any intentional or negligent act or omission of OUTSIDE COUNSEL, including any agent, member, partner, associate, employee, or subcontractor thereof, in the performance of the LEGAL SERVICES.

ARTICLE 12. PERSONNEL

OUTSIDE COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the LEGAL SERVICES as required herein. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY. The LEGAL SERVICES shall be performed by _____, or under his/her direct supervision. OUTSIDE COUNSEL may not substitute lead counsel without prior written authorization from the COUNTY. Such authorization shall be at the sole discretion of the COUNTY and is hereby delegated by the COUNTY to the County Attorney. All personnel engaged in performing the LEGAL SERVICES shall be fully qualified and, if required, authorized or permitted under federal, state, and local law to perform such services. Specifically, all lawyers performing the LEGAL SERVICES must be members in good standing of an applicable state bar to perform any of the LEGAL SERVICES hereunder. OUTSIDE COUNSEL warrants that the LEGAL SERVICES shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 13. TRUTH-IN-NEGOTIATION CERTIFICATE

OUTSIDE COUNSEL's signature on this Contract shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of this Contract.

ARTICLE 14. CONFLICT OF INTEREST

a) OUTSIDE COUNSEL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the LEGAL SERVICES, as provided in the rules regulating the Florida Bar, Chapter 112, Part III, Florida Statutes, and the St. Johns County Code of Ethics. OUTSIDE COUNSEL further represents that no person having such conflict of interest shall be employed for said performance of services. OUTSIDE COUNSEL further

agrees to comply with applicable provisions of the St. Johns County Purchasing Manual regarding conflicts of interest.

b) OUTSIDE COUNSEL shall promptly notify the COUNTY in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest, or other circumstance which that influence or appear to influence OUTSIDE COUNSEL's judgment or quality of the LEGAL SERVICES being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that OUTSIDE COUNSEL may undertake and request an opinion of the COUNTY as to whether the association, interest, or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the OUTSIDE COUNSEL. The COUNTY agrees to notify OUTSIDE COUNSEL of its opinion by certified mail within thirty (30) days of receipt of notification by OUTSIDE COUNSEL. If, in the opinion of the COUNTY, the prospective business association, interest, or circumstance would not constitute a conflict of interest by OUTSIDE COUNSEL, the COUNTY shall so state in the notification and OUTSIDE COUNSEL shall at its option, enter into said association, interest, or circumstance and it shall be deemed not in conflict of interest with respect to the LEGAL SERVICES.

ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP

a) OUTSIDE COUNSEL and all its employees, agents, and servants are, and shall be, in the performance of the LEGAL SERVICES under this Contract, independent contractors and not an employee of the COUNTY. All persons engaged in the LEGAL SERVICES performed by OUTSIDE COUNSEL pursuant to this Contract shall at all times, and in all places, be subject to OUTSIDE COUNSEL's sole discretion, supervision, and control. OUTSIDE COUNSEL shall exercise direct control over the means and manner in which it and its employees, agents, and servants perform the LEGAL SERVICES. OUTSIDE COUNSEL does not have the power or authority to, and agrees

that it will not attempt to, bind the COUNTY in any promise, contract, or representation other than as specifically provided for in this Contract.

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

ARTICLE 16. NONDISCRIMINATION

OUTSIDE COUNSEL warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ARTICLE 17. AUTHORITY TO PRACTICE

OUTSIDE COUNSEL hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards. **ARTICLE 18. REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract shall be originally filed and later held in St. Johns County. To encourage the prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights that either may have to a trial by jury. No remedy herein conferred upon the parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. The parties agree that time is of the essence in the performance of all obligations hereunder. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of the COUNTY and/or

OUTSIDE COUNSEL.

ARTICLE 19. NOTICE

All notices required in this Contract shall be sent by fax or mail to:

Office of the County Attorney
Attn: Bradley Bulthuis, Senior Assistant County Attorney
500 San Sebastian View
St. Augustine, FL 32084

If sent to OUTSIDE COUNSEL, the notice shall be mailed to:

Romano Law Group
Attn: John Romano
1005 Lake Ave
Lake Worth, FL 33460

ARTICLE 20 DELETED

ARTICLE 21 DELETED

ARTICLE 22 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. OUTSIDE COUNSEL shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is OUTSIDE COUNSEL authorized to use the COUNTY's Tax Exemption Number in securing such materials.

OUTSIDE COUNSEL shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 23 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligations to pay, if any, under this Contract are contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 24 - SUCCESSORS AND ASSIGNS

The COUNTY and OUTSIDE COUNSEL each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the COUNTY nor OUTSIDE COUNSEL shall assign, sublet, convey, or transfer its interest in this Contract, without

the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and OUTSIDE COUNSEL.

ARTICLE 25 – ARREARS

OUTSIDE COUNSEL shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. OUTSIDE COUNSEL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract. **ARTICLE 26 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 27 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by OUTSIDE COUNSEL, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 28 – REGULATIONS: LICENSING REQUIREMENTS

OUTSIDE COUNSEL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion and HIPAA. OUTSIDE COUNSEL is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 29. SEVERABILITY

If any term or provision of this contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 30. ENTIRETY OF CONTRACT

The COUNTY and OUTSIDE COUNSEL agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provision, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Contract on the day and year reflected in the first above written.

ST. JOHNS COUNTY

OUTSIDE COUNSEL

By: _____
(Printed Name)

By: _____
(Printed Name)

(Title of Signing Representative)

(Signature)

(Signature)

(Title of Signing Representative)

(Date of Execution)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution