

**KEY LARGO FIRE RESCUE AND  
EMERGENCY MEDICAL SERVICES DISTRICT**

**Contract for Legal Services**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **DIRK M. SMITS, ESQUIRE**, Individually, and on behalf of **VERNIS & BOWLING OF THE FLORIDA KEYS, P.A.**, a law firm operating under the laws of the State of Florida, whose principal place of business is located at 81990 Overseas Hwy., 3<sup>rd</sup> Floor, Islamorada, FL 33036 (herein called "The Firm"), and the **KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT** (herein called "The District").

In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

**1. TERM**

The term of this Contract shall remain in force for the period of ONE (1) years, beginning **April \_\_\_\_\_, 2018 to April \_\_\_\_\_, 2019** after which, an additional THREE (3) year option is available with the mutual consent of both parties. Section three (3) may be renegotiated after ONE (1) year and is subject to budget review.

**2. THE FIRM'S SERVICES**

The Firm agrees to provide the following services:

- A. Furnish to The District legal services, providing The District with legal advice and opinions, representation of The District and District personnel in legal matters concerning The District, making recommendation to The District Board regarding legal issues and performing all other legal services The District may require;
- B. Maintain accessibility and availability to all District members and the director and executive staff on an "on call" basis;
- C. Attendance at all District meetings, special meetings, budget meetings and any other public meetings as necessary for conducting The District's business or as required by law. These meetings will be attended by Dirk M. Smits, Esquire or other members of The Firm may be requested or approved by the District;
- D. The Firm will be responsible for paying the salaries, wages, health insurance and other benefits of its employees and representatives; and,
- E. Additionally, The Firm will furnish The District with clerk services, when required, to be charged to The District the Firm's paralegal rate.

### 3. **LEGAL & RETAINER SERVICES**

The Firm's hourly rate for non-retainer services shall be **\$160.00** per hour for attorneys with five (5) plus years of experience, **\$150.00** for attorneys with less than five (5) years experience. Paralegals shall be paid at **\$100.00** per hour. These hourly charges are to be made without regard to any overtime charges that must be paid by The Firm to its employees. The Firm will provide billing statements to The District on a monthly basis. No payment shall be due until The District verifies that all services for which payment has been requested have been fully and satisfactorily performed.

The District shall pay The Firm a **monthly retainer of \$1,200.00, plus travel.** Retainer services include unlimited phone calls with Board Members, attendance at Special meeting, regular meetings, workshops, emergency meetings, budget meeting, audit meetings and any other meeting of the Board. The retainer amount shall include multiple attorneys at meetings when necessary.

### 4. **COMPLIANCE WITH LAWS AND POLICIES**

- A. The Firm shall comply with all current District policies, Florida Bar Rules, and all applicable local, state and federal laws, including laws pertaining to confidentiality; and,
- B. The firm currently handles several matters for The District and it is anticipated that a future need for The Firm's services will be required. Therefore, pursuant to Florida Statute § 112.313(16) entitled *Local Government Attorneys*, this is a specific provision of this Agreement authorizing the use of The Firm to complete legal services for The District as it has been in the past in addition to services pursuant to this contract.

### 5. **TERMINATION**

Both parties reserve the right to terminate this contract at any time and for any reason, upon giving sixty (60) day notice to the other party during which time services will be maintained.

### 6. **ASSIGNMENT**

Neither The Firm nor The District may assign or transfer any interest in this Agreement without the prior written consent of both parties.

## **7. AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by The District.

## **8. INDEMNIFICATION, GOVERNING LAW AND VENUE**

The Firm shall indemnify and hold harmless The District from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by The District in defending or compromising actions brought against it arising out of or related to the acts or omissions of The Firm, its agents, employees or officers in the provision of services or performance of duties by The Firm pursuant to this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue being in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

## **9. REPRESENTATIONS AND WARRANTIES**

The Firm represents and warrants to The District, upon execution and throughout the term of this Agreement that;

- 1) The Firm is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under the Agreement;
- 2) None of The Firm's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way; and,
- 3) The Firm and The Firm's agents, employees and officers have, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for The Firm to perform the functions, assigned to him or her in connection with the provisions of the Agreement.

## **10. CONFIDENTIALITY**

The Firm recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, The Firm, its agents, employees and officers may have access to certain confidential information. The Firm agrees that neither it nor any of The Firm's agents, employees or officers will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by The District in writing, any confidential information, personal health information or other confidential information, and The Firm, its agents, employees and officers shall comply with all Federal and State laws and regulation and all The District policies regarding the confidentiality of such information.

**11. INSURANCE**

The Firm agrees to secure and maintain at all times during the term of this Agreement, at The Firm's expense, professional liability insurance covering The Firm for all acts or omissions which may give rise to liability for services under this Agreement. All of The Firm's staff is to be insured in minimum amounts acceptable to The District and with a reputable and financially viable insurance carrier. Such insurance shall not be cancelled except upon thirty (30) days written notice to The District. The Firm shall provide The District with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. The Firm agrees to notify The District immediately of any material change in any insurance policy required to be maintained by The Firm.

12. This agreement supersedes all prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2018.

**KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dirk M. Smits, B.C.S., Individually and on behalf of  
Vernis & Bowling of the Florida Keys

\_\_\_\_\_  
Date

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Title