

CONTRACT FOR LEGAL SERVICES

THIS CONTRACT is entered into, effective on October 01, 2021, by and between the TOWN COUNCIL of the TOWN OF GREENVILLE (the “BOARD”) and the law firm LAW OFFICE OF JOHN REID PLLC (the “ATTORNEY”).

W I T N E S S E T H

WHEREAS, the BOARD is a body corporate organized and existing under the laws of the State of Florida; and,

WHEREAS, the BOARD is the governing body of the Town of Greenville, a Florida municipal corporation (the “unit of local government”); and,

WHEREAS, the unit of local government is a Florida municipal corporation, which is authorized, pursuant to the home rule powers, FLA. STAT. § 166.021 (2021), and other provisions of law, to retain counsel and set its compensation; and,

WHEREAS, the ATTORNEY is a law firm organized and existing under the laws of the State of Florida, for the purpose of rendering professional legal services through the officers, employees and agents who are duly licensed to render such services in the State of Florida; and,

WHEREAS, the BOARD has a need for the services of a law firm to advise, counsel, and represent the BOARD; and,

WHEREAS, the BOARD has voted to enter into a contract with the ATTORNEY to provide such legal services to the BOARD; and,

WHEREAS, the BOARD and the ATTORNEY (collectively the “parties”) deem it appropriate to set forth the various terms, provisions, and conditions of their contractual relationship.

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

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference.

2. REAPPOINTMENT AND RETAINER. The BOARD does hereby retain and reappoint the ATTORNEY to serve in the capacity of legal counsel (the “Town Attorney”) for the BOARD. The ATTORNEY does hereby accept such retention and reappointment and does hereby agree to serve as the Town Attorney.

3. SERVICES TO BE RENDERED. The ATTORNEY shall render to the BOARD, its staff, and the other boards, councils, bodies, officers, and employees of the unit of local

government, services (the “legal services”) as may be customarily performed by an Attorney at Law, including, but not limited to, the following:

A. Advice and counsel for any and all legal matters pertaining to or arising from their duties, operations, and exercise of powers;

B. Representation, including the supervision and direction of outside counsel, in all litigation. For the purposes of this Contract, “litigation” shall include all legal matters pertaining to or arising from the duties, operations, and exercise of powers of the BOARD, its staff, and the other boards, councils, bodies, officers, employees of the unit of local government, and all other matters including:

i. proceedings in all trial and appellate courts;

ii. administrative hearings and appeals before all governmental agencies;

iii. arbitration proceedings pursuant to statute or contract;

iv. mediation proceedings before any mediator whether due to agreement of the parties or otherwise; and,

v. other contested proceedings before any other board, body, or tribunal.

C. Draft, prepare, review, and analyze legal documents, contracts, agreements, instruments, resolutions, ordinances, policies, papers, and correspondence with legal significance;

D. Conduct legal research and analysis of specific legal matters, issues, or problems, and render written, verbal, or telephonic opinions relating thereto;

E. Negotiate with others on behalf of the BOARD and the unit a local government;

F. Make all reasonable efforts to prepare for and attend, through an attorney, all meetings of the BOARD other than budget meetings (unless requested);

G. Make all reasonable efforts to be available, at all reasonable times, to render the legal services described in this Contract;

H. Decline representation of other parties having claims, causes of action, or interests which appear to be against, adverse, or hostile to the BOARD and/or the unit of local government in order that the ATTORNEY may make itself available, at all reasonable times, to render legal services in accord with this Contract; and

I. Provide such other and further legal services as may be directed by the BOARD, the Mayor, or the Town Manager.

4. COMPENSATION. In consideration of the legal services provided by the ATTORNEY, the BOARD shall compensate the ATTORNEY in the following manner:

A. For each month (prorated for partial months), this Contract is effective, the BOARD shall pay to the ATTORNEY the sum of One Thousand and No/100 Dollars (\$1,000) per month. The monthly retainer fee shall be compensation to the ATTORNEY for providing the following legal services:

i. The ATTORNEY's continued availability, at all reasonable times, to render the legal services as set out herein;

ii. The ATTORNEY's nonavailability for employment by other parties having claims, causes of action, or interests which appear to be against, adverse, or hostile to the BOARD and/or the unit of local government;

iii. The ATTORNEY's attendance, through an attorney, at the regularly scheduled monthly meetings of the BOARD other than budget meetings;

B. The BOARD shall pay to the ATTORNEY its hourly rate as set forth below as compensation for providing all legal services other than those legal services covered by the monthly retainer fee as set forth above, including, but not limited to, the following:

i. Preparation of Resolutions, Ordinances, Policies, Contracts, and Agreements, and other legal documents.

ii. Litigation, mediation, and arbitration work.

iii. Attendance at special meetings of the BOARD and meetings with others on behalf of the BOARD and/or the Town of Greenville.

iv. Work on special projects and issues, including, but not limited to, planning and zoning, annexation, and code enforcement.

C. The hourly rate of the ATTORNEY shall be as follows:

i. The sum of One Hundred Twenty-Five and No/100 (\$125.00) Dollars, per hour (prorated for partial hours) for the hours worked by attorneys, except as set forth in section 4.C.ii.

ii. The sum of Two Hundred and Fifty and No/100 (\$250) Dollars, per hour (prorated for partial hours) for the hours worked by attorneys relative to litigation, mediation, and/or arbitration.

iii. For the hours (prorated for partial hours) worked by law clerks, paralegals, and/or legal assistants providing legal services and/or assisting in the provision of legal services as set out herein, the hourly rate shall be one-half (½) of the hourly rate for attorneys providing similar services.

D. The ATTORNEY may, in its sole discretion, elect to charge the BOARD as follows, and in lieu of the compensation otherwise set out herein, for providing the following services:

i. For providing Ownership and Encumbrance Reports, the ATTORNEY may charge the statutory or customary rate then in effect.

ii. For providing Title Insurance, the ATTORNEY may charge the promulgated rate then in effect, as the premium thereon, plus the title search fee charged by the title insurance company.

iii. For acting as local counsel in bond issuance, the ATTORNEY may charge, in addition to those sums charged by outside bond counsel, a fee equal to one-half (½) of the attorneys' fees charged by outside bond counsel, plus the ATTORNEY's costs and expenses. Should the purchaser of the bonds or other controlling outside entity, require local counsel to be paid a lesser compensation, the ATTORNEY may either charge such lesser compensation, negotiate an acceptable compensation with the BOARD, or decline to act as local counsel.

iv. For representation in any matter for which attorneys' fees and costs are recoverable from the opposing party, the ATTORNEY may charge the amount of attorneys' fees and costs received from a settlement with or an award against the opposing party. Should the ATTORNEY have received any compensation from the BOARD for its representation in such matter, then the ATTORNEY may only receive the difference between the compensation paid by the BOARD and the attorneys' fees and costs received from a settlement with or an award against the opposing party.

E. The BOARD shall reimburse the ATTORNEY for costs and expenses incurred in providing legal services as set out herein, including, but not limited to, the following where applicable:

i. Travel expenses. The ATTORNEY shall charge for the actual cost of all travel, including, but not limited to, airfare, lodging, meals, mileage, and parking, while on the BOARD's business, but not for travel to meetings of the BOARD or within Madison County for any reason;

ii. Photocopying (more than 100 pages). \$0.10 per page;

iii. Postage. Those sums charged by the U.S. Post Office for its services;

iv. Filing Fees and Process Servers Fees. Those sums charged by the clerks of the various courts, administrative agencies, and other tribunals as and for filing fees and those sums charged by Sheriffs or private process server for serving initial and all other process;

v. Expert Witness Fees and Expenses. Those sums charged by appraisers, abstractors, surveyors, economists, and other expert and non-expert witnesses;

vi. Non-Expert Witness Fees. Those sums required by law to be paid to witnesses for their appearance;

vii. Computer-Assisted Legal Research. The ATTORNEY may utilize a computer assisted legal research service, such as LEXIS-NEXIS, in providing the services set out herein. The cost of computer-assisted legal research will be billed at the rate charged by the computer-assisted legal research service.

viii. Delivery and Messenger Services. Those sums charged by the delivery or messenger service;

ix. Court Reporter/Stenographer Costs. Those sums charged by court reporters and/or stenographers for attendance and preparation of transcripts for meetings of the BOARD, depositions, hearings, trials, and other matters;

x. Mediator and/or Arbitrator Fees. Those sums charged by persons acting as mediators and/or arbitrators in trials and other matters; and,

xi. Lobbyist Registration Fees. Those sums charged by various agencies to register the ATTORNEY's personnel as lobbyists on behalf of the BOARD and/or the unit of local government.

F. The ATTORNEY may, in its sole discretion, decline to advance any item(s) of costs or expenses, and the BOARD shall pay such item(s) directly.

5. TIME OF PAYMENT. All compensation due to the ATTORNEY under the terms of this Contract shall be paid by the BOARD as follows:

A. The monthly retainer fee shall be paid by the BOARD to the ATTORNEY each month within thirty (30) days after the last day of the month for which it is incurred, without the need for any invoice or statement from the ATTORNEY.

B. Compensation for costs, expenses, and legal services as set out herein, shall be paid within thirty (30) days after receipt by the BOARD of a statement for such costs, expenses, and/or legal services from the ATTORNEY. Each statement shall contain an itemization of costs and expenses. For legal services, the statement shall contain a brief, general description of the legal services rendered, the time expended by the ATTORNEY's

personnel in rendering such legal services (such time to be expressed in one-tenth (1/10) of an hour), the charge for such legal services, and the date such legal services were rendered. Statements are due and payable upon receipt.

C. If payment of the monthly retainer fee or a statement is delayed beyond thirty (30) days after the date it was due, interest at the rate of seven-percent (7%) per annum shall be due on the unpaid amounts until paid.

6. INDEPENDENT CONTRACTOR STATUS. The ATTORNEY is retained by the BOARD as an independent contractor performing legal services for and on behalf of the BOARD. Neither the ATTORNEY nor any person associated with the ATTORNEY shall be considered an employee, servant, agent, partner, or joint venture of the BOARD or the unit of local government.

7. ATTORNEY FOR THE BOARD. The ATTORNEY is retained by the BOARD, shall report directly to the BOARD, shall be paid by the BOARD, and shall be responsible only to the BOARD. However, it is the express intent of the parties that the ATTORNEY's advice, counsel, and services shall be available to the BOARD's staff, and to the other boards, councils, bodies, officers, and employees of the unit of local government, under the terms and conditions set out herein. The foregoing provisions of this paragraph notwithstanding, the parties recognize that, from time to time, situations may develop where the ATTORNEY's rendition of advice and services to the BOARD's staff and to the other boards, councils, bodies, officers, and employees of the unit of local government, would create a present or potential conflict of interest with the ATTORNEY's representation of the BOARD. At such time as it appears to the ATTORNEY that a conflict of interest exists or may exist, the ATTORNEY shall promptly notify the BOARD and the other party of such conflict or potential conflict, in recognition of the fact that the BOARD is the ATTORNEY's client and that the BOARD's needs must be served to the exclusion of the other party with whom such conflict of interest exists or may exist.

8. ASSOCIATION OF SPECIALISTS. The parties recognize that there may arise certain situations or legal matters which require that the ATTORNEY have the assistance and association of outside counsel who specialize in, or have extraordinary expertise and skill in, a specific field or area of law. At such time as the foregoing situation becomes apparent to the ATTORNEY, the ATTORNEY shall notify the BOARD of such situation and shall request and recommend to the BOARD that the BOARD retain the services of outside counsel to assist the ATTORNEY in the specific situation involved. The ATTORNEY shall supervise and direct the actions of such outside counsel retained by the BOARD.

9. CONFLICTS OF INTEREST. The parties recognize that certain situations could arise which, because of its representation of a particular client, or for other reasons, the ATTORNEY might be ethically precluded from representing the BOARD in a particular matter. Should this occur, when such a situation becomes apparent to the ATTORNEY, it shall promptly notify the BOARD of the existence of such situation and the ATTORNEY shall recommend to the BOARD a course of action to be taken by the BOARD. The parties further recognize that the ATTORNEY presently represents, or in the future may represent, other units of government, including, but not limited to, counties, municipalities, school districts, and/or special districts, in the same or different counties as the BOARD. The BOARD consents to the ATTORNEY's

representation of such other units of government. The parties agree that any specific instances of conflict of interest concerning the ATTORNEY's representation of the BOARD and any other unit of government shall be handled as set out in this paragraph.

10. OWNERSHIP OF FILES. All files and the contents thereof, heretofore, or hereafter created and maintained by the ATTORNEY in the performance of its duties as set out herein, shall be deemed to be the property of the ATTORNEY; provided, however, that nothing contained in this Contract shall be deemed to preclude the ATTORNEY from delivering to the BOARD, or any other person designated by the BOARD, all documents possessed by the ATTORNEY, where such documents are classified as public records under Florida law.

11. ACCESS TO INFORMATION AND MATERIALS. In recognition of the confidential relationship between the BOARD and the ATTORNEY, the BOARD does hereby provide to the ATTORNEY full and complete access to any and all information, documentation, photographs, files, reports, evaluations, drafts, letters, papers, computer printouts, contracts, agreements, conveyances, publications, resolutions, budgets, budget materials, records, minutes, agendas, correspondence, notices, memoranda, policies, and any and all other writings or written materials in the possession, custody, or control of the BOARD and/or the unit of local government. The BOARD does further agree to provide the ATTORNEY, without cost and upon request, with the original or copies thereof, of any and all of the foregoing materials, whether or not such materials are classified as "confidential", or otherwise classified to exclude the same from being a public record.

12. EFFECTIVE DATE AND TERMS OF CONTRACT. The Effective Date of this Contract is October 01, 2021. Unless terminated earlier as provided herein, the terms of this Contract shall be from its Effective Date until the last day of the BOARD's fiscal year in which the Effective Date falls.

13. AUTOMATICALLY RENEWAL. Unless terminated as provided below, this Contract shall be renewed on the same terms and conditions as set out herein, for additional and successive one (1) year terms, which term shall coincide with the BOARD's fiscal year, immediately following such renewal. This Contract shall be likewise renewed each and every year thereafter, unless and until termination as set out herein.

14. TERMINATION. This Contract and/or any renewal thereof, may be terminated by either party, for any or no reason, upon giving thirty (30) days prior written notice to the other party. Termination of this Contract will not affect the BOARD's responsibility to pay the compensation due the ATTORNEY up to the date of termination. Upon either party giving notice of termination, the ATTORNEY is authorized and directed to withdraw from representing the unit of local government, the BOARD, its staff, and all other boards, councils, bodies, officers, and employees of the unit of local government in all matters pending at that time. In such consideration, should an order granting withdrawal be required or advisable, the ATTORNEY is authorized to represent to any court, administrative agency, arbitrator, tribunal, or other entity that the represented person consents to such withdrawal. The BOARD shall remain liable, under the terms of this Contract, and shall compensate the ATTORNEY, as provided herein, for any work required

of the ATTORNEY after the date of termination in order to facilitate an orderly turnover of matters in progress as of the date of termination.

15. REFERRAL OF WORK TO ATTORNEYS PERSONNEL. The ATTORNEY is specifically authorized to, in its sole discretion, use any attorney, law clerk, paralegal, legal assistant, or other personnel associated with the ATTORNEY to complete legal services for the BOARD, under the terms set out herein. The term “personnel associated with the attorney” shall include, but not be limited to, attorneys or personnel employed by or associate with law firms who are associated with the ATTORNEY, or who ATTORNEY is associated with, as “of counsel”.

16. PUBLIC RECORDS. The ATTORNEY acknowledges that it is operating on behalf of a public body and is therefore subject to those public record requirements prescribed by Art. I, § 24, FLA. CONST., and § 119.01 et. seq., FLA. STAT. (2021). As a result, the ATTORNEY agrees to maintain any and all records made or received in connection with all actions taken on behalf of or in conjunction with the BOARD and the TOWN. The ATTORNEY further agrees to hold harmless, indemnify, protect, and defend the BOARD and the TOWN from any liability resulting from its failure to maintain public records as required by law.

17. GOVERNING LAW. This Contract is made in the State of Florida and shall be governed by Florida law. Madison County, Florida, shall be the proper venue for any litigation, arbitration, or mediation relating to this Contract. This Contract may not be assigned or delegated by either party without the prior written consent of the other party. This Contract shall not be construed to create any legally enforceable rights in any persons or entities other than the ATTORNEY and the BOARD. The prevailing party in any litigation, arbitration, or mediation relating to this Contract shall be entitled to recover its costs, suit moneys, and reasonable attorneys’ fees from the other party for all matters, including, but not limited to, appeals.

18. MODIFICATION OF THIS CONTRACT. This Contract may not be modified or amended except by a written document signed by the party against whom enforcement is sought.

19. LEGAL REPRESENTATION CONCERNING THIS CONTRACT. The BOARD understands that the ATTORNEY does not represent the BOARD in the negotiation of this Contract and cannot give the BOARD legal advice concerning this Contract. The BOARD confirms that it has not relied upon any advice it believes it may have received from the ATTORNEY in deciding whether to enter into this Contract. The ATTORNEY requests the BOARD and each member thereof to “PLEASE REVIEW THIS CONTRACT CAREFULLY TO BE CERTAIN THAT IT ACCURATELY SETS FORTH THE AGREEMENT BETWEEN THE BOARD AND THE ATTORNEY. IN THE EVENT THAT YOU DO NOT UNDERSTAND ONE OR MORE OF THE TERMS AND CONDITIONS OUTLINED IN THIS CONTRACT, YOU SHOULD CONSULT AN INDEPENDENT ATTORNEY.”

20. MISCELLANEOUS. This Contract is the entire agreement between the parties and supersedes all prior contracts or agreements between the parties.

Each party has had equal input into the drafting of this Contract, and this Contract shall not be construed against either party.

This Contract may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Contract.

Once executed, a photocopy of this Contract shall have the same force and effect as the original.

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract.

Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine, or neutral as the context requires.

The foregoing provisions are understood and agreed to by the undersigned.


APPROVED and EXECUTED by the BOARD, the TOWN COUNCIL OF THE TOWN OF GREENVILLE, upon motion, second, and affirmative vote on this ___ day of _____, 2021.

**TOWN COUNCIL
TOWN OF GREENVILLE**

By: _____
BRITTNI BROWN, MAYOR
For the Town Council

APPROVED and EXECUTED by the ATTORNEY, the law firm of LAW OFFICE OF JOHN REID PLLC, on this 4th day of October, 2021.

LAW OFFICE OF JOHN REID PLLC

By: 
JOHN LAURANCE REID, ESQUIRE
Florida Bar No.: 0317070
For the Firm