

**FOURTH AMENDMENT  
TO  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AGREEMENT  
FOR GENERAL COUNSEL SERVICES**

This FOURTH AMENDMENT entered into and effective this 1<sup>st</sup> day of October, 2018 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the "Firm", whose address is 109 North Brush Street, Suite 300, Tampa, Florida 33602, and collectively referred to as the "Parties".

**WITNESSETH:**

WHEREAS, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015, which was subsequently amended on October 5, 2016, October 4, 2017, and May 30, 2018 ("Agreement");

WHEREAS, Paragraph 9.1 of the Agreement provides for a three year term beginning October 1, 2015, and allows for an extension of the Agreement by mutual agreement;

WHEREAS, Paragraph 13.2 of the Agreement sets the total not to exceed amount for legal fees for Fiscal Year 2018 at One Hundred and Eighty Thousand Dollars (\$180,000), not including litigation fees associated with the formal administrative hearing challenging the Authority's water use permit and litigation fees associated with the acquisition of easements necessary for the Phase 1 pipeline project (collectively the "Litigation Fees"), and requires the Authority Board of Directors to set the amount for total not to exceed amount for legal fees annually for each subsequent fiscal year by amendment to the Agreement;

WHEREAS, Paragraph 6.1 of the Agreement provides that it may only be amended by a writing duly executed by the Parties; and

WHEREAS, the Parties wish to extend the term of the Agreement and set the total not to exceed amount for legal fees for Fiscal Year 2019, excluding Litigation Fees.

NOW THEREFORE, in consideration of the mutual terms and covenants and conditions contained herein, the parties hereby mutually agree to amend the Agreement as follows:

1. Paragraph 9.1 is hereby deleted and replaced with the following:

9.1 The term of this Agreement is for five (5) years from October 1, 2018 unless earlier terminated as stated herein. The parties may agree in writing to extend the term.

2. The first sentence of Paragraph 13.2 is deleted and replaced with the following:

13.2 The Authority agrees to compensate the Firm \$225.00 an hour blended rate for attorneys and \$90.00 for paralegals for work performed within the scope set forth in Exhibit "A"; however, the total fees for Authority fiscal year 2019 (October 1, 2018 to September 30, 2019) shall not exceed One Hundred and Ninety-Five Thousand Dollars (\$195,000.00).

3. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FOURTH AMENDMENT on the day and year set forth above.

ATTEST:

  
Patrick J. Lehman, P.E.  
Executive Director

PEACE RIVER MANASOTA  
REGIONAL WATER SUPPLY  
AUTHORITY

  
Alan Maio, Chair

**BOARD APPROVED**

OCT - 3 2018

**Peace River Manasota**  
Regional Water Supply Authority

  
Douglas Manson, Shareholder

**THIRD AMENDMENT  
TO  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AGREEMENT  
FOR GENERAL COUNSEL SERVICES**

This **THIRD AMENDMENT** entered into and effective this 30<sup>th</sup> day of May, 2018 by and between the **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and **Manson Bolves Donaldson Varn, P.A.**, hereinafter referred to as the "Firm", whose address is 109 North Brush Street, Suite 300, Tampa, Florida 33602, and collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015, which was subsequently amended on October 5, 2016 and October 4, 2017 ("Agreement");

**WHEREAS**, Paragraph 13.2 of the Agreement sets the total legal fees for Fiscal Year 2018, specifies that litigation legal services are not included within such amount, and provides that the provision of litigation legal services shall be contracted by amendment to the Agreement;

**WHEREAS**, Paragraph 13.3 of the Agreement provides that the Authority, through recommendation of the Executive Director and approval by the Board of Directors and Firm, may add additional services and compensation;

**WHEREAS**, Paragraph C. of Exhibit "A" of the Agreement provides that the Firm will provide litigation legal services pursuant to a separate work order or amendment to the Agreement, which sets the Firm's current standard litigation fees and an estimated budget for the litigation process;

**WHEREAS**, Paragraph 6.1 of the Agreement provides that it may only be amended by a writing duly executed by the Parties;

**WHEREAS**, due to the filing of petitions for formal administrative hearing challenging the Authority's water use permit, litigation legal services by the Firm are needed and the Firm desires to provide such services in support and defense of the Authority's Water Use Permit No. 20010420.010; and

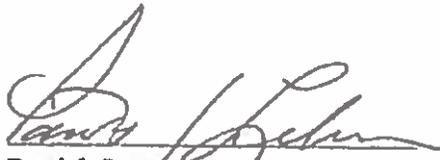
**WHEREAS**, easement needs to be obtained that will require the commencement of litigation to secure for the Phase 1 pipeline project.

NOW THEREFORE, in consideration of the mutual terms and covenants and conditions contained herein, the parties hereby mutually agree to amend the Agreement as follows:

1. A new Exhibit "B", which is attached to this Third Amendment, is added to the Agreement.
2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this THIRD AMENDMENT on the day and year set forth above.

ATTEST:

  
Patrick J. Lehman, P.E.  
Executive Director

PEACE RIVER MANASOTA  
REGIONAL WATER SUPPLY  
AUTHORITY

  
Alan Maio, Chair

**BOARD APPROVED**

**MAY 30 2018**

**Peace River Manasota  
Regional Water Supply Authority**

  
Douglas Munson, Shareholder

**Exhibit "B"**  
**LITIGATION LEGAL SERVICES**  
**ASSOCIATED WITH THE AUTHORITY'S WATER USE PERMIT**

The Firm shall provide litigation legal services associated with the Authority's Water Use Permit No. 20010420.010 at the following rates:

Senior Attorneys:     \$350.00

Associates:            \$225.00

The estimated budget for the provision of litigation legal services in the litigation regarding the Water Use Permit in this matter is:

\$500,000.00

The estimated budget for the provision of litigation legal services for condemnation necessary for the Phase I pipeline project.

\$50,000.00

**SECOND AMENDMENT  
TO  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AGREEMENT  
FOR GENERAL COUNSEL SERVICES**

This **FIRST AMENDMENT** entered into and effective this 4<sup>th</sup> day of October, 2017 by and between the **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and **Manson Bolves Donaldson Varn, P.A.**, hereinafter referred to as the "Firm", whose address is 1101 West Swann Avenue, Tampa, Florida 33606, and collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015 ("Agreement");

**WHEREAS**, Paragraph 13.2 of the Agreement set the total legal fees for Fiscal Year 2016 at One Hundred and Eighty Thousand Dollars (\$180,000) and required the Authority Board of Directors to set the amount for total legal fees annually for each subsequent fiscal year by amendment to the Agreement;

**WHEREAS**, Paragraph 6.1 of the Agreement provides that it may only be amended by a writing duly executed by the Parties;

**WHEREAS**, the Agreement was amended to set the total legal fees for Fiscal Year 2017 and reflect a name change of the Firm on October 5, 2016; and

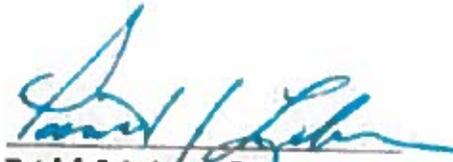
**WHEREAS**, the Parties wish to set the total legal fees for Fiscal Year 2018.

**NOW THEREFORE**, in consideration of the mutual terms and covenants and conditions contained herein, the parties hereby mutually agree to amend the Agreement as follows:

1. Paragraph 13.2 is amended by replacing "fiscal year 2017 (October 1, 2016 through September 30, 2017)" with "fiscal year 2018 (October 1, 2017 to September 30, 2018)" and replacing "\$215.00" with "\$225.00".
2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth above.

ATTEST:

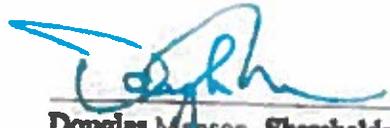
  
Patrick J. Lehman, P.E.  
Executive Director

PEACE RIVER MANASOTA  
REGIONAL WATER SUPPLY  
AUTHORITY  
  
Alan Maio, Chair

BOARD APPROVED

OCT 4 2017

Peace River Manasota  
Regional Water Supply Authority

  
Douglas Manson, Shareholder

**FIRST AMENDMENT  
TO  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AGREEMENT  
FOR GENERAL COUNSEL SERVICES**

This FIRST AMENDMENT entered into and effective this 5<sup>th</sup> day of October, 2016 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the "Firm", whose address is 1101 West Swann Avenue, Tampa, Florida 33606, and collectively referred to as the "Parties".

**WITNESSETH:**

WHEREAS, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015 ("Agreement");

WHEREAS, Paragraph 13.2 of the Agreement set the total legal fees for Fiscal Year 2016 at One Hundred and Eighty Thousand Dollars (\$180,000) and required the Authority Board of Directors to set the amount for total legal fees annually for each subsequent fiscal year by amendment to the Agreement;

WHEREAS, Paragraph 6.1 of the Agreement provides that it may only be amended by a writing duly executed by the Parties;

WHEREAS, the Firm's name was revised in spring 2016; and

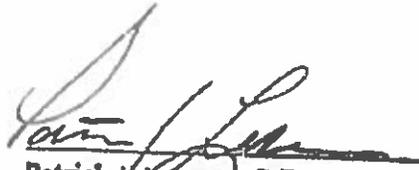
WHEREAS, the Parties wish to set the total legal fees for Fiscal Year 2017.

NOW THEREFORE, in consideration of the mutual terms and covenants and conditions contained herein, the parties hereby mutually agree to amend the Agreement as follows:

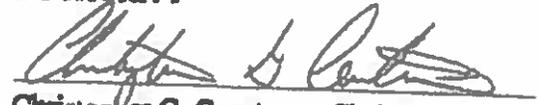
1. Paragraph 13.2 is amended by replacing "fiscal year 2016 (October 1, 2015 through September 30, 2016)" with "fiscal year 2017 (October 1, 2016 to September 30, 2017)".
2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth above.

ATTEST:

  
Patrick J. Lehman, P.E.  
Executive Director

PEACE RIVER MANASOTA  
REGIONAL WATER SUPPLY  
AUTHORITY

  
Christopher G. Constance, Chairman

  
Douglas Manson, Shareholder

BOARD APPROVED

OCT - 4, 2016

Peace River Manasota  
Regional Water Supply Authority

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
AGREEMENT FOR GENERAL COUNSEL SERVICES**

This Peace River Manasota Regional Water Supply Authority Agreement for General Counsel Services ("Agreement") is made as of the 5<sup>th</sup> day of August, 2015, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY ("Authority") and MANSON BOLVES DONALDSON, P.A. ("Firm").

In consideration of the mutual promises contained in this Agreement, the Authority and Firm agree as follows:

**1. INDEMNIFICATION.**

1.1. Intentionally deleted due to professional liability insurance coverage provided below.

**2. REMEDIES**

2.1 The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Manatee County, Florida. No remedy herein conferred upon any party 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 or by statute or otherwise.

**3. WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS.**

3.1 WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

**4. AUTHORITY TO PRACTICE.**

4.1 The Firm 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 reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Authority upon request.

**5. SEVERABILITY.**

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, 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 the Agreement shall be deemed valid and enforceable to the extent permitted by law.

**6. ENTIRETY OF CONTRACTUAL AGREEMENT.**

6.1 The Authority and Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**7. WAIVER.**

7.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

**8. THIRD PARTY BENEFICIARIES.**

8.1 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**9. TERM, TERMINATION AND EFFECT OF TERMINATION.**

9.1 The term of this Agreement is for three (3) year from October 1, 2015 unless earlier terminated as stated herein. The parties may agree in writing to extend the term.

9.2 Either party may terminate this Agreement upon written notice to the other party as provided below.

9.3 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

**10. COMPLIANCE.**

10.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

**11. EFFECTIVENESS.**

11.1 This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**12. INDEPENDENT CONTRACTOR.**

12.1 No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against the Authority for compensation of any kind under this Agreement. The relationship between the Authority and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**13. SERVICES AND COMPENSATION.**

13.1 The initial scope of services under this Agreement shall be for the Firm to provide General Counsel and legal support services for the Authority as more specifically detailed in Exhibit "A".

13.2 The Authority agrees to compensate the Firm \$215.00 an hour blended rate for attorneys and \$90 an hour for paralegals for work performed within the scope set forth in Exhibit "A"; however, for the first year of the Agreement, the total fees for Authority fiscal year 2016 (October 1, 2015 through September 30, 2016) shall not exceed One Hundred and Eighty Thousand Dollars (\$180,000). For each subsequent Agreement year, the Authority Board of Directors ("Board") shall set the amount for the annual General Counsel and legal services specified in Exhibit "A" by amendment to this Agreement. Litigation legal services are not included within this amount or within the scope of services in Exhibit "A". Litigation legal services shall be provided by the Firm at its standard litigation rates. At the time of execution of this Agreement, the Firm's standard litigation rate is \$350 per hour for senior attorneys and \$225 for associates. The provision of litigation legal services shall be contracted by amendment to this Agreement as set forth in paragraph 13.3.

13.3 The Authority through recommendation of the Executive Director and approval by its Board of Directors and the Firm may amend this Agreement to add additional services to be provided by the Firm or additional compensation beyond the amount stated herein.

13.4 The Firm shall render monthly invoices to the Authority for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Authority's receipt of the Firm's invoice.

13.5 All invoices should be itemized to identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. Additionally, the personnel who perform each task must be specified.

13.6 The Authority will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, telephone conference call charges, postage charges, courier fees,

outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at the rate of ten cents (.10) per page. The number of copies made shall be specified.

Telephone conference calls must state the date, length of call, and per minute cost.

Any travel, per diem, mileage, or meal expenses, which may be reimbursable, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

For all disbursements, the Authority requires copies of paid receipts, invoices, or other documentation. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

#### **14. URGENT LEGAL REPRESENTATION.**

14.1 In matters that require urgent legal response that may be beyond that scope of services set forth in Exhibit "A" and must be addressed prior to the next scheduled Board meeting, the Firm may represent the Authority on matters regarding the ability of the Authority to provide safe drinking water, time sensitive responses to the initiation of litigation or to preserve the status quo of litigation matters. The Firm shall immediately provide written notice to the Executive Director and the Board of the representation. This representation shall only continue until the next Board meeting wherein this Agreement would be amended by the Board to reflect the additional services and compensation or the representation on the specific matter would terminate.

#### **15. INSURANCE.**

15.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder.

<b><u>Type of Coverage</u></b>	<b><u>Amount of Coverage</u></b>
<b>Professional liability/ Errors and Omissions</b>	<b>\$300,000 annual aggregate</b>
<b>Commercial General Liability Insurance</b>	<b>\$1,000,000 per occurrence \$2,000,000 aggregate</b>
<b>Automobile Liability (optional /per case basis)</b>	<b>\$1,000,000 combined Single Limit</b>
<b>Workers' Compensation</b>	<b>Must be in accordance with State and Federal Laws (no minimum amount)</b>

Proof of all insurance coverage shall be provided on the date of execution of this Agreement to the Authority. The Authority may request proof of coverage at any time and it shall be provided by the Firm within ten (10) days of the request.

**16. NOTICES.**

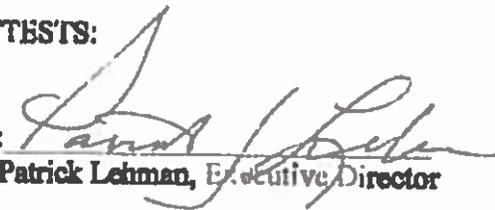
16.1 Any and all notices, amendments or alterations to this Agreement or any other communications provided for herein shall be given in writing by email and U.S. Mail. All notices to Authority shall be given to the Executive Director, Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or such other address as may from time to time be designated in writing by Authority's Board of Directors. All notices to the Firm shall be given to Douglas Manson, Manson Bolves Donaldson, P.A., 1101 W. Swann Avenue, Tampa, Florida 33606.

**17. COUNTERPARTS.**

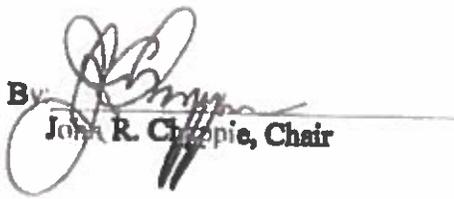
17.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

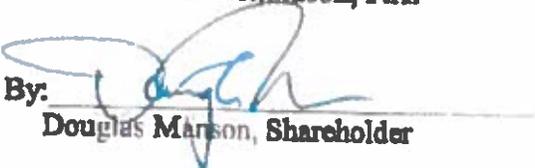
ATTESTS:

By:   
Patrick Lehman, Executive Director

**Peace River Manasota Regional Water  
Supply Authority**

By:   
John R. Chappie, Chair

**Manson Bolves Donaldson, P.A.**

By:   
Douglas Manson, Shareholder

**BOARD APPROVED**

**AUG - 5 2015**

**Peace River Manasota  
Regional Water Supply Authority**

## **EXHIBIT A -- SCOPE OF SERVICES**

**The Firm shall perform the following specific General Counsel legal services:**

### **A. Board**

- 1. Attend all Regular and Special meetings of the Board and all Work Sessions.**
- 2. Attend briefings of any Board members when so requested by the Executive Director or Board member in order to counsel the Board members on any legal matter which may come before the Board.**
- 3. Prepare Board agenda items as needed.**
- 4. Keep the Board informed of legislation or judicial opinions that may impact the Authority.**
- 5. Provide interpretation of Authority governance documents to the Board as needed.**
- 6. Assist the Executive Director with the preparation of the annual budget for all legal services.**
- 7. Provide legal counsel and guidance, including rendering of legal opinions, to the Board in reference to any matters that pertain to the official duties of the Board.**
- 8. Oversee the activities of any Special Counsel.**

### **B. Staff**

- 1. Provide legal assistance to the Executive Director and Authority staff on routine matters relating to:**
  - (a) The acquisition or disposition of real property including, but not limited to, the preparation of deeds, leases, easements, and agreements;**
  - (b) Agency operations, including obtaining necessary permits from other governmental agencies and property access and related issues;**
  - (c) The procurement of goods and services, including the solicitation of bids and proposals, and the negotiation, drafting, approval, and interpretation of contracts;**
  - (d) The informal resolution of bid protests and contract disputes;**
  - (e) Grant funding;**

- (f) Authority liability;
- (g) The preparation and interpretation of agency policies and Public Records Requests;
- (h) Agreements with member governments and other government entities;
- (i) Interpretation of governance documents; and
- (j) Other matters requiring legal assistance as necessary.

"Routine matters" include all activities up to, but not including, the filing of civil and administrative litigation. These activities include but are not limited to:

- Drafting and review of documents;
  - Participating in meetings with staff and others as needed; and
  - Handling telephonic and electronic communications as needed.
2. Keep the Executive Director and Authority staff informed of legislative and judicial developments.
  3. Provide legal counsel, guidance and opinions to the Executive Director and the Authority staff in reference to the operations of the Agency.
  4. Maintain legal files and provide to the Authority copies of all documents relating to matters the Firm is handling for the Authority.
  5. On a bi-monthly basis, the Firm will provide a brief written report on the permitting activities that may significantly impact the Peace River Basin.

#### **C. Litigation and Legal Defense**

1. From time to time, the Authority may choose to engage the services of attorneys and law firms that provide certain specialized legal services. The Board will do this under separate contract with said attorneys and law firm ("Special Counsel"). Nevertheless, the Firm shall be responsible for overseeing the activities of the Special Counsel.
2. This scope of work does not include litigation matters except as authorized in Paragraph 14. The Firm shall provide litigation services to the Authority under written separate work order or amendment to this Agreement setting forth the Firm's current standard litigation fees and estimating a budget for the litigation process.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
AGREEMENT FOR GENERAL COUNSEL SERVICES**

This Peace River Manasota Regional Water Supply Authority Agreement for General Counsel Services ("Agreement") is made as of the 5th day of August, 2015, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY ("Authority") and MANSON BOLVES DONALDSON, P.A. ("Firm").

In consideration of the mutual promises contained in this Agreement, the Authority and Firm agree as follows:

**1. INDEMNIFICATION.**

1.1. Intentionally deleted due to professional liability insurance coverage provided below.

**2. REMEDIES.**

2.1 The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Manatee County, Florida. No remedy herein conferred upon any party 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 or by statute or otherwise.

**3. WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS.**

3.1 WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

**4. AUTHORITY TO PRACTICE.**

4.1 The Firm 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 reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Authority upon request.

**5. SEVERABILITY.**

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, 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 the Agreement shall be deemed valid and enforceable to the extent permitted by law.

**6. ENTIRETY OF CONTRACTUAL AGREEMENT.**

6.1 The Authority and Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**7. WAIVER.**

7.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

**8. THIRD PARTY BENEFICIARIES.**

8.1 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**9. TERM, TERMINATION AND EFFECT OF TERMINATION.**

9.1 The term of this Agreement is for three (3) year from October 1, 2015 unless earlier terminated as stated herein. The parties may agree in writing to extend the term.

9.2 Either party may terminate this Agreement upon written notice to the other party as provided below.

9.3 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

**10. COMPLIANCE.**

10.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

**11. EFFECTIVENESS.**

11.1 This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**12. INDEPENDENT CONTRACTOR.**

12.1 No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against the Authority for compensation of any kind under this Agreement. The relationship between the Authority and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**13. SERVICES AND COMPENSATION.**

13.1 The initial scope of services under this Agreement shall be for the Firm to provide General Counsel and legal support services for the Authority as more specifically detailed in **Exhibit "A"**.

13.2 The Authority agrees to compensate the Firm \$215.00 an hour blended rate for attorneys and \$90 an hour for paralegals for work performed within the scope set forth in **Exhibit "A"**; however, for the first year of the Agreement, the total fees for Authority fiscal year 2016 (October 1, 2015 through September 30, 2016) shall not exceed One Hundred and Eighty Thousand Dollars (\$180,000). For each subsequent Agreement year, the Authority Board of Directors ("Board") shall set the amount for the annual General Counsel and legal services specified in **Exhibit "A"** by amendment to this Agreement. Litigation legal services are not included within this amount or within the scope of services in **Exhibit "A"**. Litigation legal services shall be provided by the Firm at its standard litigation rates. At the time of execution of this Agreement, the Firm's standard litigation rate is \$350 per hour for senior attorneys and \$225 for associates. The provision of litigation legal services shall be contracted by amendment to this Agreement as set forth in paragraph 13.3.

13.3 The Authority through recommendation of the Executive Director and approval by its Board of Directors and the Firm may amend this Agreement to add additional services to be provided by the Firm or additional compensation beyond the amount stated herein.

13.4 The Firm shall render monthly invoices to the Authority for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Authority's receipt of the Firm's invoice.

13.5 All invoices should be itemized to identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. Additionally, the personnel who perform each task must be specified.

13.6 The Authority will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, telephone conference call charges, postage charges, courier fees,

outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at the rate of ten cents (.10) per page. The number of copies made shall be specified.

Telephone conference calls must state the date, length of call, and per minute cost.

Any travel, per diem, mileage, or meal expenses, which may be reimbursable, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

For all disbursements, the Authority requires copies of paid receipts, invoices, or other documentation. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

#### **14. URGENT LEGAL REPRESENTATION.**

14.1 In matters that require urgent legal response that may be beyond that scope of services set forth in Exhibit "A" and must be addressed prior to the next scheduled Board meeting, the Firm may represent the Authority on matters regarding the ability of the Authority to provide safe drinking water, time sensitive responses to the initiation of litigation or to preserve the status quo of litigation matters. The Firm shall immediately provide written notice to the Executive Director and the Board of the representation. This representation shall only continue until the next Board meeting wherein this Agreement would be amended by the Board to reflect the additional services and compensation or the representation on the specific matter would terminate.

#### **15. INSURANCE.**

15.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder.

<b><u>Type of Coverage</u></b>	<b><u>Amount of Coverage</u></b>
<b>Professional liability/ Errors and Omissions</b>	\$300,000 annual aggregate
<b>Commercial General Liability Insurance</b>	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>Automobile Liability (optional /per case basis)</b>	\$1,000,000 combined Single Limit
<b>Workers' Compensation</b>	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be provided on the date of execution of this Agreement to the Authority. The Authority may request proof of coverage at any time and it shall be provided by the Firm within ten (10) days of the request.

**16. NOTICES.**

16.1 Any and all notices, amendments or alterations to this Agreement or any other communications provided for herein shall be given in writing by email and U.S. Mail. All notices to Authority shall be given to the Executive Director, Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or such other address as may from time to time be designated in writing by Authority's Board of Directors. All notices to the Firm shall be given to Douglas Manson, Manson Bolves Donaldson, P.A., 1101 W. Swann Avenue, Tampa, Florida 33606.

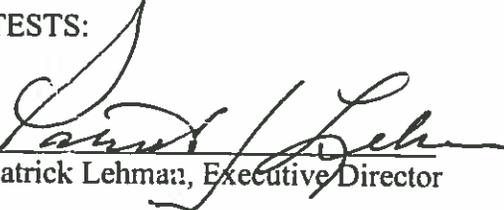
**17. COUNTERPARTS.**

17.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

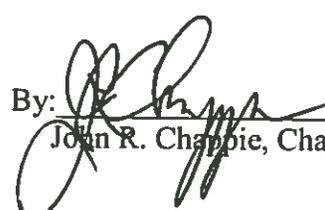
ATTESTS:

By:

  
Patrick Lehman, Executive Director

**Peace River Manasota Regional Water  
Supply Authority**

By:

  
Joan R. Chappie, Chair

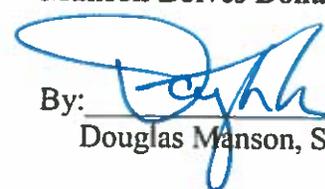
**BOARD APPROVED**

**AUG - 5 2015**

**Peace River Manasota  
Regional Water Supply Authority**

**Manson Bolves Donaldson, P.A.**

By:

  
Douglas Manson, Shareholder

## **EXHIBIT A – SCOPE OF SERVICES**

The Firm shall perform the following specific General Counsel legal services:

### **A. Board**

1. Attend all Regular and Special meetings of the Board and all Work Sessions.
2. Attend briefings of any Board members when so requested by the Executive Director or Board member in order to counsel the Board members on any legal matter which may come before the Board.
3. Prepare Board agenda items as needed.
4. Keep the Board informed of legislation or judicial opinions that may impact the Authority.
5. Provide interpretation of Authority governance documents to the Board as needed.
6. Assist the Executive Director with the preparation of the annual budget for all legal services.
7. Provide legal counsel and guidance, including rendering of legal opinions, to the Board in reference to any matters that pertain to the official duties of the Board.
8. Oversee the activities of any Special Counsel.

### **B. Staff**

1. Provide legal assistance to the Executive Director and Authority staff on routine matters relating to:
  - (a) The acquisition or disposition of real property including, but not limited to, the preparation of deeds, leases, easements, and agreements;
  - (b) Agency operations, including obtaining necessary permits from other governmental agencies and property access and related issues;
  - (c) The procurement of goods and services, including the solicitation of bids and proposals, and the negotiation, drafting, approval, and interpretation of contracts;
  - (d) The informal resolution of bid protests and contract disputes;
  - (e) Grant funding;

- (f) Authority liability;
- (g) The preparation and interpretation of agency policies and Public Records Requests;
- (h) Agreements with member governments and other government entities;
- (i) Interpretation of governance documents; and
- (j) Other matters requiring legal assistance as necessary.

“Routine matters” include all activities up to, but not including, the filing of civil and administrative litigation. These activities include but are not limited to:

- Drafting and review of documents;
- Participating in meetings with staff and others as needed; and
- Handling telephonic and electronic communications as needed.

2. Keep the Executive Director and Authority staff informed of legislative and judicial developments.
3. Provide legal counsel, guidance and opinions to the Executive Director and the Authority staff in reference to the operations of the Agency.
4. Maintain legal files and provide to the Authority copies of all documents relating to matters the Firm is handling for the Authority.
5. On a bi-monthly basis, the Firm will provide a brief written report on the permitting activities that may significantly impact the Peace River Basin.

**C. Litigation and Legal Defense**

1. From time to time, the Authority may choose to engage the services of attorneys and law firms that provide certain specialized legal services. The Board will do this under separate contract with said attorneys and law firm (“Special Counsel”). Nevertheless, the Firm shall be responsible for overseeing the activities of the Special Counsel.
2. This scope of work does not include litigation matters except as authorized in Paragraph 14. The Firm shall provide litigation services to the Authority under written separate work order or amendment to this Agreement setting forth the Firm’s current standard litigation fees and estimating a budget for the litigation process.