

Meeting Date
October 20, 2015



AGENDA	
Section	New Business
Item No.	VI.F.2.

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	APPROVE RECOMMENDATION AND COMPENSATION FOR CHARTER REVIEW ATTORNEY, REQUEST FOR QUALIFICATIONS #3-15-09					
DEPT/OFFICE:	CENTRAL SERVICES DEPARTMENT/COUNTY MANAGERS OFFICE					
Requested Action:						
It is requested that the Board of County Commissioners accept the recommendations of the Charter Review Commission (CRC) assigned by the Board of County Commissioners for Wade Vose Law Firm to provide legal advice to the CRC and authorize the Chairman to execute the contract with the selected firm.						
Summary Explanation & Background:						
On August 18, 2015, the Board of County Commissioners approved the solicitation of an Attorney with relevant experience to assist the CRC in the review process of the Charter of the County. The deadline for submittal of applications was September 10, 2015. Applications were received from the following individuals:						
<ul style="list-style-type: none"> • Melissa Anderson • Usher "Larry" Brown • Michael Ciocchetti • Jonathan Comnes • Theodore Doran • Marsha Segal-George & James Flower • Lonnie Groot • W. Stephen Lorenzo • David Tolces • Fred Van Vonno • Wade Vose 						
The CRC met on September 17, 2015 to short-list the applicants to the top five (5) applicants to return for presentations and interviews to the CRC. Following the short-listing, two (2) of the top five (5) applicants withdrew their applications from further consideration due to existing client matters. The committee then met on October 15, 2015 to hear presentations from the short-listed firms and evaluate and rank the short-listed firms with Wade Vose being the number one ranked firm. The committee voted unanimously to recommend Wade Vose of Vose Law Firm LLP as the number one ranked applicant at a compensation rate of \$150.00 per hour for attorney time, and \$75.00 per hour for paralegal time. Out of pocket costs would be charged at costs, with no mark-up or multiplier, no travel time, and no charge for Westlaw or Lexis fees.						
Staff recommends the Board accept the CRC recommendation and authorize the Chairman to execute the contract with Vose Law Firm LLP.						
Fiscal Impact: Expenditures for services are contingent upon Charter Review Attorney services required by the Commission.						
CONTACT PERSON: Teresa Camarata, Central Services Director x-55492; Teresa.camarata@brevardcounty.us Leslie Rothering, Purchasing Services x5-6038; leslie.rothering@brevardcounty.us						
Exhibits Attached: Charter Review Committee Ranking						
Contract /Agreement (If attached): Reviewed by County Attorney						
		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Assistant County Manager	Frank Abbate		Department Director / Extension		Teresa Camarata, Director
Stockton Whitten	Assistant County Manager			Central Services Department, ext/ 5-5492		



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

October 21, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director Attn: Leslie Rothering

RE: Item VI.F.2., Approval of Recommendation and Compensation for Charter Review
Attorney Request for Qualifications #3-15-09

The Board of County Commissioners, in regular session on October 20, 2015, accepted the recommendations of the Charter Review Commission (CRC) assigned by the Board of County Commissioners for Wade Vose Law Firm to provide legal advice to the CRC; and authorized the Chairman to execute the Contract with the selected firm.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for: Donna Scott
for: Tammy Etheridge, Deputy Clerk

/ds

cc: County Manager
County Attorney
Finance
Budget

INDEPENDENT CONTRACTOR
PROFESSIONAL SERVICES EMPLOYMENT CONTRACT

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES EMPLOYMENT CONTRACT, hereinafter referred to as the "Contract", is made and entered into this 20th day of October, by and between the Board of County Commissioners of Brevard County, Florida, by and through its agent the 2015-16 Brevard County Charter Review Commission ("CRC"), hereinafter known as the "CLIENT", and the law firm of Vose Law Firm LLP, hereinafter referred to as LAW FIRM.

IN CONSIDERATION of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed, promises and covenanted as follows:

1.0 CLIENT does hereby agree to employ the LAW FIRM, and the LAW FIRM does hereby agree to accept employment by the CLIENT in the capacity of General Counsel" to the CRC, all in accordance with the terms and conditions and provisions of said employment as set forth herein below and Section 7.4 of the Brevard County Charter.

2.0 The term of employment of the LAW FIRM under this Contract, shall commence on November 3, 2015 and terminate on November 8, 2016; unless the term of employment of the LAW FIRM is earlier reduced or terminated pursuant to the early termination provision as set Paragraph 3 of this Contract.

3.0 This Contract is terminable by either CLIENT or the LAW FIRM at any time upon providing thirty (30) days written notice to the other party. However, at CLIENT's option, and if so requested by CLIENT, the LAW FIRM shall continue to provide the professional services contemplated herein pending the appointment/employment of his successor if such appointment/employment requires more than thirty (30) days, and provided that CLIENT exerts reasonable efforts during said thirty (30) days to seek and select his said successor. In addition, the parties may terminate this Contract at any time and on any agreed basis by mutual consent of all parties, the same reduced to writing and properly executed by all parties hereto. Likewise, the term of this Contract may be extended at any time by mutual consent of all parties hereto, the terms of such extension being reduced to writing and executed by all parties hereto.

4.0 WADE VOSE, or in his absence, a member of the LAW FIRM, agree to attend all CRC regular and special meetings of the CRC, and to attend any meeting of any official CRC board or committee when specifically requested to attend, and to perform any and all legal services at the request of the CRC, of whatever kind or nature, including office practice and litigation, required or requested of the LAW FIRM by the CRC, on behalf of the CRC, and the agents, servants and/or employees thereof, when same are acting in their official capacity(s) on behalf of the CRC during the term of this Contract, subject only to the following:

4.1 All legal services to be performed by the LAW FIRM hereunder shall be rendered at the request or direction of the majority of the CRC; otherwise, the LAW FIRM shall not be required to perform legal services for the CRC except on its own initiative and at his own expense. The parties specifically recognize and understand that WADE VOSE is a member of the LAW FIRM, and that several members of the LAW FIRM possess the requisite skill, competence and exposure in administrative/governmental practice. Specifically, therefore, and notwithstanding

any of the foregoing, the rendition of services hereunder by an attorney from the LAW FIRM other than WADE VOSE shall not be prohibited. , and shall be deemed to be in accordance with the provisions of Section 112.313, Florida Statutes, as amended including, litigation and support services otherwise described and permitted by the aforesaid Statute, to the extent that statute is applicable.

4.2 Client acknowledges that the LAW FIRM represents several governmental agencies and special districts. In the event of a conflict, the LAW FIRM shall have the right to resolve such conflicts as it deems fit, including withdrawal, consistent with the applicable Rules of Professional Conduct.

5.0 PROFESSIONAL FEES. For attendance at all CRC meetings, and all hourly billed assignments approved by a majority of the CRC, the CLIENT shall compensate the LAW FIRM on an hourly basis of ONE HUNDRED FIFTY AND NO/1 00 DOLLARS (\$150.00) per hour with lesser rates for associates, law clerks and paralegals.

6.0 COSTS AND EXPENSES. In addition to the hourly rate for attendance at meetings, the CRC shall pay the LAW FIRM an amount equal to Five Hundred and 00/100 Dollars (\$500.00) to cover the LAW FIRM's travel time to attend each CRC meeting. The LAW FIRM shall be permitted to submit to the CLIENT, on a monthly basis for payment by CLIENT to LAW FIRM, an invoice for all reasonable and necessary legal expenses incurred on behalf of the CRC, such as court costs and filing fees, in addition to long distance toll charges, computerized research to be billed and paid at cost, messenger services and photo-copying and facsimile costs not performed by the CLIENT. The foregoing constitutes reimbursement of expenses to the LAW FIRM and not fees for services as contemplated hereunder. The LAW FIRM may also request these costs be paid directly by CLIENT to the billing party, agency or vendor upon their original invoice or billing statement rather than on a reimbursement basis. In addition, the LAW FIRM shall comply with the applicable provisions of Chapter 112, Florida Statutes as they pertain to travel, subsistence and related activities conducted for and on behalf of the CRC.

7.0 The LAW FIRM shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Contract, professional liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000) total limit with the maximum deductible of Ten Thousand and 00/100 Dollars (\$10,000), annual aggregate.

7.1 Such policy or policies shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Brevard County, Florida.

7.2 The CLIENT shall be notified by the insurance carrier (Florida Lawyers Mutual Insurance Company) in the event that the LAW FIRM's professional liability insurance policy is cancelled, has lapsed or that a premium that is due and owing has not been paid such that the carrier intends to cancel or permit the policy to lapse, within thirty (30) days of any the aforesaid events.

8.0 The LAW FIRM states that it is familiar with and will comply with the terms and conditions of Chapter 112, Part III, Florida Statutes (Code of Ethics).

8.1 The LAW FIRM certifies that it does not know of any facts concerning this Contract and the services to be performed which constitute a violation of said section.


8.2 It is important that the LAW FIRM be independent and impartial in order to properly conduct its services to the CRC. Therefore, the LAW FIRM shall not represent any other party with interests adverse to the CLIENT, nor act as counsel in any lawsuit, other adversary proceeding, or any proceeding in which the LAW FIRM takes an adverse position to the CLIENT.

9.0 The work product generated and produced by the LAW FIRM pursuant to this Contract shall belong to the CLIENT, in all respects. All correspondence to, correspondence by, and work product of the LAW FIRM, whether written or typed, prepared or stored in electronic form, or any other form, relating to the services performed by the LAW FIRM pursuant to this Contract shall be deemed public records, open to public inspection at reasonable times, pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes, as may be amended from time to time.

10.0 This Contract sets forth the entire agreement between the parties hereto. Any prior conversations or writing are merged herein and extinguished. No subsequent amendment to this Contract shall be binding upon any of the parties hereto unless reduced to writing and properly signed and executed.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this 20th day of October, 2015.

Board of County Commissioners
Of Brevard County, Florida, by and
through its agent, the 2015-16 Charter
Review Commission



Robin Fisher, Chairman
(As approved by the Board on 10/20/15)

ATTEST:



Scott Ellis, Clerk

County Attorney



Scott L. Knox

VOSE LAW FIRM, LLP



Wade Vose

2015-16 Charter Review Commission



Kendall Moore

RATE SCHEDULE

A. Identification

Client: BREYARD COUNTY CHARTER REVIEW COMMISSION

Matter: General Matters

B. Hourly rates for legal personnel

Attorneys	\$150.00/hour
Paralegal	\$75.00/hour

C. Standard Charges

We charge for our time in minimum units of .10 hours.

D. Costs and expenses

In-office photocopying 30/page

E. Subject to change

The rates on this schedule are subject to change on 30 days written notice.

EXHIBIT A

2015-16
CHARTER REVIEW COMMISSION
REPRESENTATION AGREEMENT

SCOPE OF SERVICES

The Law Firm shall provide legal advice and professional services to the Charter Review Commission (CRC) of the Brevard County Home Rule Charter. More specifically, the Attorney for the Law Firm shall:

- A. Attend all meetings of the CRC. Attendance at meetings of a subcommittee of the CRC shall not be required unless a subcommittee requests such attendance and it is approved by a majority vote of the CRC or the Chairman. Attendance at subcommittees may be by phone.
- B. During meetings of the CRC the Attorney shall:
- Respond to questions by any member of the CRC regarding any charter provision or any issue which may be raised under the charter, or under any proposed amendment to the charter,
 - Responses to questions may be in the form of legal advice or practical suggestions for phrasing of a proposed charter amendment.
 - When questions cannot be answered fully during a CRC meeting, the attorney shall review the question at the conclusion of the meeting and shall prepare an answer, which may be distributed in writing to all CRC members and Support staff at the next CRC meeting.
 - When needed, the attorney may ask questions of the CRC members or the public during the course of the meeting to ascertain more clearly the intent of a proposal or public comment to more clearly define the intent of the proposed charter amendment or public comment.
 - During any public hearing or other type of public meeting, assist the CRC in answering questions from members of the public, to the extent that the attorney is requested to do so. The attorney shall not be required to justify or defend any proposed amendment to the charter and may decline to answer a question, which calls for a personal or "political" opinion as distinguished from a legal opinion.
 - Provide practical advice based on familiarity with the operation of State and Local government in Florida but shall refrain from giving personal and or "political" advice as distinguished from a legal opinion on any issue.
- C. Following referral by the CRC of a proposed amendment to the Attorney:
- Draft, or assist in drafting proposed charter amendments and proposed ballot language for amendments.
 - Assist the sponsor of proposed amendments with a statement of justification

for a proposed amendment; however, the attorney shall not be solely responsible for preparing a statement of justification for a proposed amendment.

- Render opinions as to whether a proposed charter amendment is constitutional or consistent with general or special law.

D. Comply with the directions of the CRC with respect to:

- Contacts by individual members of the CRC, officers or employees of the County, or public at large regarding the charter or proposed amendments to the charter.
- Handling of any proposed amendment to the charter in advance of a decision by the CRC that the proposed amendment should be referred to the attorney.
- The preparation and distribution of written opinions and other written materials.
- Preparation of material and information for the "Independent Review of Charter Amendments" as specified in Section 7.4 A of the Brevard Home Rule Charter.
- The format and content of the final report to the Brevard County Board of County Commissioners.
- Other requests of the CRC, which its members may approve by majority vote or as otherwise required by the rules.

**Attorney for Brevard County Charter Review Commission
#RFQ 3-15-09
RANKING SHEET -**

MEETING DATE: October 15, 2015 @ 3:00 p.m. **Posting Date:** 10/16/15 @ 8:00 a.m. through 10/23/15

COMMITTEE MEMBER	Kendall Moore	Maureen Rupe	Ronald Bobay	Chuck Nelson	Cole Oliver	Dale Young	Jack Ryals	James Rosasco	Tom Jenkins	Peter Fuscias	Marty Adams	Jason Steele	TOTAL	RANK
Applicants														
Usher "Larry" Brown	1	2	3	3	3	2	2	2		2	2	3	25	2
Goren Cnerot Doody & Ezrol (Samual Goren, David Tolces and Jacob Horowitz)	2	3	1	2										
Wade Vose	3	1	2	1	2	1	1	1		3	1	2	26	3
													15	1*

* Wade Vose recommended selection for Attorney for Brevard County Charter Review Commission

*TOTAL EQUALS THE SUM OF INDIVIDUAL SCORER'S RANKS (i.e., 1st, 2nd, etc.)
**LOWEST TOTAL IS BEST RANKED OVERALL.
RFQ31509Ranking2.xls