

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

**ADDENDUM TO VERNIS & BOWLING OF THE FLORIDA KEYS,
P.A. CONTRACT FOR LEGAL SERVICES**

THIS CONTRACT RENEWAL is made and entered on the date last written below, between THE KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT (the "District") and VERNIS & BOWLING OF THE FLORIDA KEYS, P.A. ("Vernis & Bowling" or the "Firm") in order to renew the agreement between the parties dated September 20, 2006, (the "Contract for Legal Services"), a copy of which is attached hereto as Exhibit "A" for reference and the terms of which are incorporated herein as if otherwise fully set forth, subject to the following terms:

1. The Contract for Legal Services, as renewed by this Addendum, shall commence upon November 1, 2012;
2. The Contract for Legal Services, as renewed by this Addendum, shall terminate on September 30, 2013;
3. Paragraph 3 to the Contract for Legal Services ("Retainer Services") is modified as follows:

The District shall pay The Firm a monthly retainer of \$600.00. The Firm's hourly rate shall be \$140.00 per hour for attorneys with seven (7) plus years of experience and \$130.00 for attorneys with less than seven (7) years experience. 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.

4. All other terms and conditions of the Contract for Legal Services, dated September 20, 2006, shall remain in full force and effect.

IN WITNESS HEREOF, the parties have executed this Addendum on the ____ day of _____, 20__.

Chairperson of the District Board of Commissioners

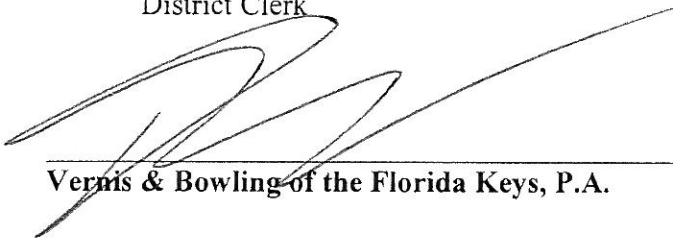
Date

Print: _____

Attest: _____

District Clerk

Date

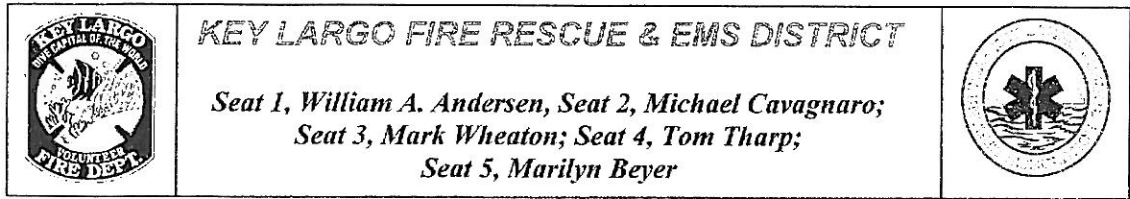


Vernis & Bowling of the Florida Keys, P.A.

10/26/12
Date

By: Dirk M. Smith

Its: managing member



RECORD TURNOVER COVER PAGE

Record Type: Legal (Contract)

Record Retention Period: Record Retention Schedule in Development

Record Subject: Key Largo Fire Rescue & Emergency Medical Services District
with the
Vernis & Bowling of the Florida Keys.

Contract Period: October 1, 2006 – September 30, 2007

Record Date: September 18, 2006

Record Originator: KLFR&EMS District Attorney
Vernis & Bowling (Kerry Willis)
305-664-4675

Record Location: KLFR&EMS District Clerk (Fire-Proof Cabinet)

Total # of Pages 5
(including cover sheet)

KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES
Contract for Legal Services

This Contract entered into this 18th day of September, 2006, between VERNIS & BOWLING OF THE FLORIDA KEYS, a law firm operating under the laws of the State of Florida, whose principal place of business is located at 81990 Overseas Hwy, 3rd 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) year, beginning on October 1, 2006 to September 30, 2007, after which an additional THREE (3) years option is available with the mutual consent of both parties. Section Three (3) may be renegotiated after ONE (1) year.

2. **THE FIRM'S SERVICES**

The Firm agrees to provide the following services:

Furnish to the DISTRICT legal services, providing the District Board with legal advice and opinions, representation of the 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.

3. **RETAINER SERVICES**

The District shall pay The Firm a monthly retainer of \$600.00. The Firm's hourly rate shall be \$125 per hour for associate attorneys at The Firm and \$125 per hour for work performed by Dirk Smits, Esq., the managing attorney at The Firm. 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.

4. **COMPLIANCE WITH LAWS AND POLICIES**

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.

5. **TERMINATION**

Both parties reserve the right to terminate this contract at any time and for any reason, upon giving sixty (60) days notice to the other party.

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 Board.

8. **INDEMNIFICATION, GOVERNING LAW & 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 & 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 of

jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way.

- 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 are 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 supercedes all prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract on this 12th day of May, 2006.

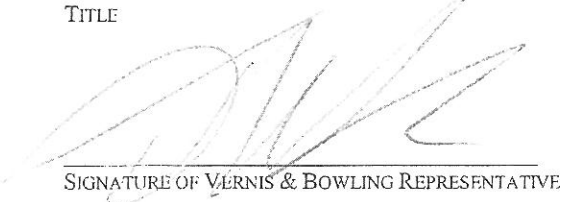
KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES

BY:  _____

WILLIAM A. ANDERSON
PRINT NAME

9/20/06
DATE

CHAIRMAN
TITLE


SIGNATURE OF VERNIS & BOWLING REPRESENTATIVE

9/20/06
DATE

D. E. M. Snow
PRINT NAME

Manager UB Alloys Pk
TITLE

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