

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for Professional Legal Services is entered into this 20th day of May 2013, by and between the Capital Region Transportation Planning Agency, (hereinafter referred to as "the CRTPA") and the law firm of Williams Law Group, P.A. (hereinafter referred to as "Law Firm").

WHEREAS, the CRTPA is a metropolitan planning organization designated pursuant to Section 339.175, Florida Statutes; and

WHEREAS, the CRTPA wishes to obtain the services of the Law Firm for the purpose of assisting the CRTPA in legal matters as referenced below in the Scope of Services; and

WHEREAS, the Law Firm wishes to render the legal services as required by the CRTPA as set forth in the Scope of Services;

NOW, THEREFORE, for valuable consideration and the mutual promises between the parties hereto, it is agreed as follows:

1. Scope of Services. The Law Firm shall perform the following services:

(a) Routine CRTPA Meetings, Telephonic Consultation and Advice. The Primary or Secondary attorneys, as set forth in Section (5) below, will provide routine telephonic legal consultation with CRTPA Board members, the CRTPA's Executive Director (hereinafter referred to as "the Director") and the CRTPA Staff. The Primary Attorney will attend all CRTPA Board meetings, including the Board's semi-annual retreat, and pre-briefings as requested by the CRTPA Board Chairman or the Director, except when unforeseen situations arise outside the control of the Primary Attorney, in which case the Secondary Attorney may attend. Formal presentations at CRTPA Board meetings will be by either the Primary Attorney

or the Secondary Attorney, at the discretion of the Primary Attorney, unless the Director requests otherwise. The Primary or Secondary Attorneys will provide advice on routine CRTPA issues.

(b) Follow up Activities. The Law Firm will perform follow up activities, as a result of matters addressed or considered during CRTPA meetings or the pre-briefing, at the request of the Director or the Board Chairman. Either the Primary Attorney, Secondary Attorneys, or other attorneys within the Law Firm may perform these follow up activities, unless the Director requests otherwise.

(c) Preparation of Presentations to CRTPA Board. The Law Firm will prepare presentations to the CRTPA Board at CRTPA meetings at the request of the Director or the Board Chairman. The Primary Attorney, Secondary Attorneys, or other attorneys within the Law Firm may prepare these presentations, at the discretion of the Primary Attorney, unless the Director requests otherwise.

(d) Legal Opinions. The Law Firm will provide legal opinions at the request of the Director, the Chairman or the Board. Legal opinions will be provided in a summarized written format suitable for presentation to the CRTPA and/or for incorporating into the CRTPA Agenda or policy items. The Primary Attorney, Secondary Attorneys, or other attorneys within the Law Firm may perform research and writing, at the discretion of the Primary Attorney, unless the Director requests otherwise; however, presentations at CRTPA meetings will be in accordance with (c), above. The Law Firm will provide an opinion letter in response to the annual auditor's request for a description of all material pending and threatened litigation, claims and assessments against, CRTPA and related matters. As the Law Firm's practice areas do not include Statement of Financial Accounting Standards No. 5, no opinion will be provided by the Law Firm in relation to the disclosure requirements of Statement of Financial Accounting Standards No. 5.

(e) CRTPA Policy Development, etc. The Law Firm will participate in the development and revisions of CRTPA policy, procedures, bylaws and governing documents, at the request of the Director. The Primary Attorney, Secondary Attorneys or other attorneys within the Law Firm may attend meetings and perform research, writing, and related work, at the discretion of the Primary Attorney, unless the Director requests otherwise; however, presentations at CRTPA meetings will be in accordance with (c), above.

(f) Litigation. The Law Firm will provide litigation support to the CRTPA, at the request and authorization of the Board Chairman or the Director. Either the Primary Attorney or the Secondary Attorney may provide these services, at the discretion of the Primary Attorney; however, additional attorneys within the Law Firm may also be involved in delivering these services.

(g) CRTPA Contracts. The Law Firm will participate in the preparation of contracts, contract negotiations, settlements, changes and the initial evaluation of protests at the request of the Director in conjunction with the City or County procurement offices, as needed. The Primary Attorney, Secondary Attorneys or other attorneys within the Law Firm may attend meetings, perform evaluations and research and writing, at the discretion of the Primary Attorney, unless the Director requests otherwise; however, presentations at CRTPA meetings will be in accordance with (c), above.

(h) Other Services. The Law Firm shall render such other legal professional services as may on occasion be specifically requested by the CRTPA and duly authorized in writing by the Director or the Board Chairman. The Director or his designee shall be the coordinator for all CRTPA requests for legal services from the Law Firm and shall be responsible for ensuring the Law Firm provides the requested legal services in a timely and satisfactory manner. The Primary

Attorney, Secondary Attorneys or other attorneys within the Law Firm may perform these services, at the discretion of the Primary Attorney, unless the Director requests otherwise; however, presentations at CRTPA meetings will be in accordance with (c), above.

2. Compensation.

(a) The Law Firm shall be compensated for professional fees in the amount of \$11,040.00 per year (billed at \$920.00 per month) for services rendered to the CRTPA as listed in paragraphs 1(a) and (b) above, with a budgeted allocation of 4 hours per month for such services. The Law Firm will perform such services in excess of the monthly allocation of 4 hours upon conferring with and receiving written approval from the Executive Director to do so, and be compensated therefore at the hourly rate in paragraph 2(b) below. Should the Law Firm propose that additional compensation should be provided for such work, it will present its proposal and justification to the Executive Director, who will have discretion to approve or disapprove such additional compensation based on CRTPA Board direction as provided for herein. All approvals for additional compensation will be made in writing.

(b) The Law Firm shall be compensated at the billing rate of \$230.00 per hour for services rendered to the CRTPA as listed in paragraphs 1(c)-(h) above, and for all authorized services rendered as listed in paragraphs 1(a) and (b) above, that exceed the budgeted allocation of 4 hours in any one month.

(c) The Law Firm shall be compensated for all out of pocket expenses and other charges incurred in providing services under this Agreement.

(d) On or before the 15th day of each consecutive month during the term of this agreement, the Law Firm shall prepare and submit an invoice for such fees, costs, and expenses

incurred in providing services during the preceding month. Invoices will include the name of the attorney performing the work, a description of the work performed, date of authorization, hours expended during the billing period, cumulative hours on the specific task, the amount currently billed, and any prior due balances. Invoices shall be submitted by mail to the CRTPA's Executive Director, at 300 South Adams Street, Box A-19, Tallahassee, Florida 32301. Invoices shall also provide detail as to specific and cumulative time expended, disbursements made, payments made to any certified DBE firms and other expenses incurred as may be required by the Director. Semi annually, the Law Firm shall provide written documentation, which identifies the progress made toward the CRTPA's DBE goal of 8.5% participation.

3. **Maintenance of Professional Standards and Malpractice Insurance.** The Law Firm shall maintain familiarity with the Code of Professional Responsibility of the Florida Bar and the American Bar Association and shall ensure that its representation shall be in compliance with the standards of conduct set by those rules. In the event of any questions concerning any potential conflict of interest between the CRTPA and any other client represented by the Law Firm, the same shall be disclosed to the Director immediately upon the issue being raised. The Director will develop a recommendation as to the conflict to present to the CRTPA Board for its consideration.

4. **Insurance.** The Law Firm shall obtain and maintain malpractice insurance and shall provide documentation of same.

5. **Primary and Secondary Attorneys Professional Services Responsibility.** The legal services under this Agreement shall be provided by Thornton Williams, Esquire, as Primary Attorney, and Stacey McMillian, Esquire, as Secondary Attorney under this Agreement, and other attorneys within the Law Firm, as described in paragraph 1, above.

6. Term of Agreement. This Agreement is for an initial term of three (3) years from the date first above stated, but may be amended from time to time, in writing, by mutual agreement of the parties. This Agreement may be unilaterally terminated for convenience by either party upon the providing of 30 days written notice to the other party. Upon 30 days prior written notice to the other party, this Agreement may be renewed for two additional one-year terms, or may be renewed for a combined two-year term by the written mutual agreement of the parties before the expiration of the Agreement, and further provided that funding approval by the CRTPA Board is obtained prior to renewal.

7. Assignment. This Contract shall not be assigned or sublet as a whole or in part without the written consent of the CRTPA nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the CRTPA.

8. Indemnification. The Law Firm agrees to indemnify and hold harmless the CRTPA from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Law Firm, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Law Firm, including but not limited to costs and a reasonable attorney's fee.

9. Audits, Records and Records Retention. The Law Firm agrees:

(a) To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the CRTPA under this contract.

(b) To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract

for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

(c) Upon completion or termination of the contract and at the request of the CRTPA, the Law Firm will cooperate with the CRTPA to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

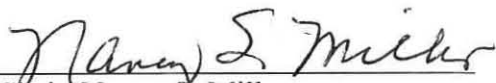
(d) To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the CRTPA.

(e) Persons duly authorized by the CRTPA and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

(f) To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

AGREED TO the date first above stated,

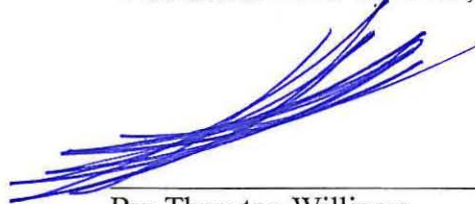
CAPITAL REGION TRANSPORTATION
PLANNING AGENCY


Chair, Nancy S. Miller

APPROVED AS TO FORM:


for City Attorney, City of Tallahassee

WILLIAMS LAW GROUP, P.A.



By: Thornton Williams
119 South Monroe Street
Alliance Center, Suite 200
Tallahassee, Florida 32301
(850) 224 -3999



CRTPA RESOLUTION 2013-05-2D

A RESOLUTION of the Capital Region Transportation Planning Agency hereby referred to as the "CRTPA" authorizing the execution of a contract between the CRTPA and the Williams Law Group, P.A.

WHEREAS, the CRTPA wishes to contract for legal service; and

WHEREAS, the CRTPA has completed negotiations the Williams Law Group, P.A. for legal services; and

WHEREAS, the CRTPA has found that the Williams Law Group, P.A. is the qualified to preform legal services for CRTPA,

NOW THEREFORE, BE IT RESOLVED BY THE CRTPA THAT:

1. The CRTPA has the authority to enter into a contract for services.
2. The CRTPA has an approved the scope of services and fees.
3. The CRTPA has funding within its annual budget for the legal services.
4. The CRTPA authorizes the Chair to execute and Executive Director to administer a contract with the Williams Law Group, P.A. for legal services.

DULY PASSED AND ADOPTED THIS 20th DAY OF MAY 2013

Capital Region Transportation Planning Agency

By: _____

Nancy S. Miller, Chair

Attest: _____

Harry D. Reed III,

CRTPA Executive Director