

**DE LA PARTE & GILBERT, P.A.**  
**SOUTHEAST FLORIDA UTILITY COUNCIL**

**AGREEMENT FOR LEGAL AND POLICY CONSULTANT SERVICES**

de la Parte & Gilbert, P.A. ("Firm") shall provide environmental legal services to the Southeast Florida Utility Council ("SEFLUC") for the period August 1, 2017 through July 31, 2018 in accordance with the description of services in this Agreement.

The scope of services is divided into two categories: Retainer services and non-retainer services. The retainer services shall be provided under a fixed fee retainer, as defined and described below and the non-retainer services shall be provided on an hourly basis and billed to the SEFLUC in accordance with the terms of this Agreement.

**I. RETAINER SERVICES**

**A. Description of Retainer Services**

The Firm will perform the following retainer services:

- a) Participate in all meetings of the SEFLUC Board in person, by telephone conference or by proxy. Meetings will include, but are not limited to, monthly board/membership meetings and quarterly meetings held with SFWMD executive staff. Upon request by the SEFLUC Board, the Firm will provide up to three presentations regarding specific regulatory or statutory items that may impact SEFLUC members. The SEFLUC Board must advise the Firm of its request for a presentation at least 30 days prior to the date of the requested presentation.
- b) Hold telephone conferences with SEFLUC's Chair or other members of the board members, as needed, to discuss matters of the SEFLUC.
- c) Prepare routine memoranda on regulatory and other developments concerning Florida environmental regulations and policies of potential interest or impact to SEFLUC members to be forwarded to SEFLUC secretary for distribution to SEFLUC members. Regulatory matters to track and report on shall include, but shall not be limited to, policy developments concerning water and wastewater utility permitting, operations, facilities and/or funding. Any meetings with agency staff, comment letters, or other actions performed to advance the SEFLUC's interests with respect to regulatory developments shall be performed in accordance with the following parameters:
  - 1) Upon request by the SEFLUC Chair, conduct routine telephone conferences and face-to-face discussions or negotiations with agency personnel on Florida environmental regulatory and policy issues of concern to SEFLUC members up to 24 hours; and

- 2) Upon request by the SEFLUC Chair, draft up to four comment letters per topic, not to exceed 8 total comment letters per year, regarding draft or proposed rules or edit comment letters prepared by SEFLUC members or committees.

Upon request by the SEFLUC Chair, the Firm will perform all work that exceeds these limitations at presented standard hourly rates or under a separate agreed upon budget or retainer amount.

- d) In coordination with the SEFLUC Board and/or designated SEFLUC workgroup, the Firm will develop and maintain a list of utility regulatory reporting requirements and deadlines, which the Firm will update in accordance with new or revised rules or regulations. The Firm will provide timely overviews and guidance to SEFLUC members regarding the identified reporting requirements through discussions at SEFLUC meetings, memoranda, and/or e-mails.
- e) Identify, summarize, as appropriate, and distribute Florida legislation and other Florida legislative-related materials identified by SEFLUC to be of interest or potential impact to SEFLUC or its members. This monitoring includes a periodic summary to be prepared during the regular legislative session of the status of legislation of interest or impact to SEFLUC members, and if requested by the SEFLUC Chair, the Firm agrees to communicate the position of the SEFLUC to aligned interests and local government lobbyists. If the SEFLUC Board identifies specific actions which need to be undertaken with respect to any such legislative matter, with approval of the SEFLUC Chair, the Firm shall undertake active monitoring or direct lobbying regarding such matters at standard hourly rates or under a separate agreed upon budget or retainer amount. The Firm will not lobby in support of or in opposition to any bill under this retainer.

## **B. Payment of Retainer Fee for Retainer Services**

A fixed fee retainer in the amount of \$35,000 shall be paid by the SEFLUC to the Firm in 12 monthly installments of \$2,917 for retainer services due on the first of each month beginning August 1, 2017. Prior to the second Monday of each month, the Firm shall provide the SEFLUC with an ex post facto description of services provided and expenses incurred under the fixed-fee retainer for the prior month.

## **II. NON-RETAINER SERVICES**

### **A. Description of Non-Retainer Services**

At the direction of the SEFLUC Board, the Firm shall perform additional regulatory, legislative, and other legal services as non-retainer services, on an hourly fee basis.

- a) Represent SEFLUC in litigation or negotiations related thereto, after filing of initial petition;
- b) Draft beyond eight comment letters on draft or proposed rules;

- c) Conduct telephone conferences and face-to-face discussions or negotiations with agency personnel on issues of concern to SEFLUC members, in excess of 24 hours, or which may be protracted or otherwise non-routine in nature;
- d) Any direct lobbying or drafting of legislative bills or amendments, or similar legislative representation other than such activities specifically authorized under this Agreement conducted at the direction of the SEFLUC; and
- e) Any other services not specifically described or included in the monthly flat-fee retainer.

#### **B. Payment for Non-retainer Services**

All such services provided by the Firm, other than under the retainer fee shall be billed to the SEFLUC by billing rates as set forth in this Agreement. A scope of services, budget and not-to-exceed amount will be separately agreed to by the SEFLUC and de la Parte & Gilbert, P.A., at the time the non-retainer services are requested. Non-retainer services rates shall be in accordance with the Rate Schedule attached hereto as **Exhibit "A."** Similarly, expenses related to non-retainer services will be billed as set forth in the Expense Reimbursement Schedule attached hereto as **Exhibit "B."** Travel time will be billed at one-half the proposed hourly rates for the person performing the service.

The fees and expenses for non-retainer services shall not exceed the agreed upon amount unless the SEFLUC Board and the Firm, first agree otherwise in writing. Expenses incurred in providing non-retainer services shall be billed against the budget for non-retainer services. All non-retainer services will be billed along with a description of services provided as appropriate in accordance with the subject matter. The Firm will provide the SEFLUC with a summary of fees and expenses incurred under this agreement prior to each SEFLUC meeting for non-retainer services.

### **III. MONITORING AND RENEWAL OR TERMINATION OF AGREEMENT**

Both the SEFLUC and the Firm, recognize that available SEFLUC resources may not be sufficient to address all issues of concern to SEFLUC members in any given year. This Agreement recognizes such budgetary limitations and the need to select and prioritize those issues of greatest potential impact or significance to SEFLUC and its members. To effectively control the budget and the work performed under the retainer fee, there needs to be close cooperation between the designated Firm attorney and the SEFLUC Chair to ensure that existing work and new projects are not undertaken which exceed the scope of retainer services and the scope and budget of non-retainer services, especially in the latter months of the year. To help achieve these goals, de la Parte & Gilbert, P.A., commits to the timely submission of invoices, and SEFLUC commits to timely paying such invoices.

It shall be the joint responsibility of the Firm and the SEFLUC Board to monitor the performance of this Agreement. At a minimum, SEFLUC and the Firm will review the activities being

performed on a quarterly basis and the hours expended under the retainer fee, and to make any necessary modifications to this Agreement.

The SEFLUC and the Firm shall review this agreement, and its effectiveness in meeting the initial goals of the SEFLUC and the Firm not later than two months prior to its scheduled termination. The Firm and SEFLUC shall also conduct teleconferences as needed to discuss the effectiveness of this agreement. Based upon those reviews and the experience of the SEFLUC and the Firm, this Agreement may be renewed for the next year, may be revised and renewed, or may be terminated.

This Agreement is effective immediately upon execution by the Firm and SEFLUC.

**[This Section Intentionally Left Blank]**

DE LA PARTE & GILBERT, P.A.

SOUTHEAST FLORIDA UTILITY COUNCIL

By: Edward de la Parte

By: \_\_\_\_\_

Print Name: Edward de la Parte

Print Name: \_\_\_\_\_

Date: 8/8/2017

Date: \_\_\_\_\_