

CITY OF OVIEDO
CONTRACT FOR LEGAL SERVICES AS CITY ATTORNEY

THIS CONTRACT for Legal Services as City Attorney is made and entered into this 5th day of May, 2025, by and between the CITY OF OVIEDO, FLORIDA, hereinafter the “City,” and VOSE LAW FIRM LLP, hereinafter referred to as the “City Attorney.”

WITNESSETH:

WHEREAS, the City Attorney is a law firm made up of attorneys who are duly licensed, authorized and admitted to practice law in the State of Florida; and

WHEREAS, the City is a Florida municipality in need of legal services in order to serve the public and provide quality municipal governance; and

WHEREAS, the City desires to retain the City Attorney to provide legal services as City Attorney for the City; and

WHEREAS, the City Attorney has agreed to serve in such capacity for the City and perform the duties of City Attorney as defined in the Charter, Code of Ordinances and Land Development Code of the City; and

WHEREAS, Section 4.05, “City Attorney,” of the Charter of the City of Oviedo, provides:

Sec. 4.04. - City attorney.

There shall be a legal officer of the city appointed by the city council. The legal officer shall serve as chief legal adviser to the council, the city manager and all city departments, offices and agencies, shall represent the city in all legal proceedings and shall perform any other duties prescribed by this Charter or by ordinance.

WHEREAS, Section 20-16, “City Attorney; powers,” of the Code of Ordinances of the City of Oviedo, provides:

Sec. 20-16. - City attorney; powers.

- (a) The city attorney may issue authoritative interpretations of any emergency management provision upon which the mayor, city council, and city manager, or designee, and their designees may rely.
- (b) The city attorney may issue cease and desist letters, as necessary, in order to require compliance with the City Code and other controlling law.
- (c) The city attorney may execute emergency documents on behalf of the mayor and other city officials with their permission.

WHEREAS, Section 2.2, “City Attorney,” of the Land Development Code of the City of Oviedo, provides:

Section 2.2. - City Attorney.

(A) The City Attorney shall provide legal advice and guidance relative to the application and interpretation as well as the administration of this LDC. The City Attorney shall ensure that the legal parameters of the land development regulations of the City are reviewed in a timely manner consistent with legal developments and changes in the law and propose such amendments as are deemed advisable and necessary from time-to-time as well as work with the Code Codifier under the provisions of Section 1-14 of the City Code.

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the City and the City Attorney agree as follows:

1. The City Attorney has been selected and appointed by and shall serve under the City Council as set forth in Section 4.04 of the City’s Charter. The City Attorney shall work *with* the City Manager and the City Staff but shall work *for* and shall be accountable *to* the City Council. This contract is for an indefinite term, but terminable by the City Council with one hundred eighty (180) days’ written notice. Should the City Attorney terminate the contract, it shall give no less than one hundred eighty (180) days advance written notice. The City Attorney is encouraged to be involved in local events and activities but shall not be involved in City political campaigns.

2. The City Attorney shall represent the City as its city attorney in accordance with the provisions of Section 4.04, “City Attorney,” of the Charter, Section 20-16, “City Attorney; powers,” of the Code of Ordinances, and Section 2.2, “City Attorney,” of the Land Development Code, which includes all of the City’s legal matters except for insurance defense (covered by the City’s insurance company) and general bond counsel (the City Attorney shall serve as local bond counsel).

3. The City Attorney shall provide for the prosecution and defense of litigation on behalf of the City and provide legal services to the City Council, the City Manager, City departments and City boards, committees and agencies, and shall monitor litigation involving the City which is being handled by other counsel.

4. The City Attorney will attend meetings as follows:

- (a) The City Attorney will represent the City Council at each of its meetings, provide appropriate legal advice and written opinions as necessary and provide parliamentary guidance concerning the conduct of each of the meetings.
- (b) The City Attorney will attend City Council Workshop sessions as needed.

- (c) The City Attorney will attend Local Planning Agency (LPA) meetings and represent the LPA.
- (d) The City Attorney will attend Local Planning Agency Workshop sessions as needed.
- (e) The City Attorney will attend meetings of the Code Enforcement Magistrate and represent the City upon request.
- (f) The City Attorney will attend City Manager Staff meetings as needed.
- (g) The City Attorney serves as the Community Redevelopment Agency (CRA) Governing Board attorney and will attend all CRA Governing Board meetings upon request.
- (h) The City Attorney will attend City committee meetings or other meetings as requested by the City Council or the City Manager when items under consideration warrant legal guidance.

5. The City Attorney shall perform such other professional duties as may be required by ordinance, resolution or vote of the City Council or as are prescribed for city attorneys under Federal and State laws. The City Attorney shall assist the City Council in its development of policy but shall not engage in policy matters in its own accord. The City Attorney shall address individual legal inquiries of all members of the City Council but shall serve the City Council as a corporate body and the local governing body of the City under controlling Florida law. If extensive legal services are requested by one member of the City Council, the provision of such services shall be subject to the will of the majority of the City Council. The City Attorney shall take such action, under its discretion and under controlling law, to provide the City with appropriate legal guidance and appropriate response to legal inquiries.

6. The City Attorney will draft and review ordinances, charter amendments, resolutions, contract documents, and correspondence; assist in review and preparation of agenda items for meetings; provide legal consultation on some City insurance matters; provide legal advice and written opinions to the City Council and City Manager upon request on matters related to their official duties; perform all duties and functions imposed by general and special laws upon city attorneys; prepare or review and approve deeds, and other legal instruments affecting or pertaining to the City or in which the City is a party. The City Attorney shall monitor the performance of any duties assigned to other counsel provided there is no conflict. The City Attorney will provide legal advice, attorney services, and consultation to the City Council, City Manager, department heads, boards and committees, and all levels of city government on a wide variety of civil assignments, including but not limited to: general municipal law, general state and federal laws relating to city government, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, housing, subdivision and land use law, economic development activities including development, redevelopment, enforcement, and property/real estate law, contract law, environmental law, franchise law, municipal leases, purchasing and procurement, trial activity, and tort law. The City Attorney's advice includes methods to avoid civil litigation. As requested, the City Attorney will provide the City Council, City Manager, and City Staff with assistance and legal counsel relating to the acquisition, lease or sale of real property, and in the review and preparation of deeds, easements, title searches and various real estate documents. The City Attorney will review Invitations to Bid, Requests for Proposals, Requests for Qualifications, procurement documents, and respond to protests or

questions in accordance with law. The City Attorney will perform other legal research and provide legal advice as requested by the City Council, City Manager, and department heads and will stay abreast of new and proposed state and federal legislation affecting the City. The City Attorney will answer requests for legal opinions, in writing and verbally, prepare legal opinions as requested, and be available to answer questions by telephone. The City Attorney will provide periodic status reports as requested by the City Council and the City Manager, including a quarterly litigation report.

7. The City Attorney shall not accept any client or project that places it in a conflict of interest position with its representation of the City. If such conflict of interest is subsequently discovered, the City Attorney shall notify the City immediately. Should the City Attorney have an unavoidable conflict (none of which are anticipated, and which the City Attorney agrees not to intentionally create), the City Attorney shall assist the City in retaining appropriate legal counsel for the matter in which the conflict exists.

8. The attorneys providing services on behalf of the City Attorney shall be members in good standing of The Florida Bar.

9. The City Attorney shall be compensated at the monthly rate of \$20,000.00, which will be paid in arrears by the City in accordance with its ordinary processes and procedures. No itemization of specific work performed shall be required or provided. Fees for local bond counsel work shall be equal to fifty percent (50%) of the general bond counsel fee (the same as charged by the outgoing city attorney) paid out of bond proceeds. After the first year of services, beginning as of October 1, 2026, and October 1 of each subsequent year, the then flat fee shall be increased (rounding to the nearest dollar) by the lesser of five percent (5%), or the annual percentage increase of the most recently promulgated Consumer Price Index (CPI-U), US city average, promulgated by the U.S. Department of Labor, Bureau of Labor Statistics, using the annual average for "all items". There shall be no additional charges for travel time, travel expenses, or legal research tools such as Westlaw or Lexis. For out of pocket expenses, (such as court reporter fees, or filing fees), the City Attorney may transmit invoices in the name of the City for services to the City for payment in accordance with its ordinary processes and procedures or may advance such expenses and separately bill the City therefor. Partial months of service shall be compensated based upon a daily rate determined by dividing the monthly rate by the number of days in the month and multiplying such quotient by the number of calendar days being compensated.

10. It is recognized that the City Attorney will be transitioning legal services from the previous city attorney, and the City Attorney has offered to do so without causing any unnecessary legal expenses to the City. To that end, the City Attorney is given the authority to consult with the former city attorney from May 5, 2025 through May 30, 2025, relating to city attorney transition matters. The amount paid to the former city attorney by the City for transition services performed during that period shall be deducted from the City Attorney's flat monthly rate for such period.

11. The City Attorney shall maintain Insurance coverage as follows:

- 1) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed

operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 2) **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the City Attorney has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3) **Workers' Compensation:** Insurance as required by the State of Florida, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4) **Umbrella/Excess Liability:** Insurance that attaches at least to the General Liability & Auto Liability for Underlying coverage. Combination of primary limits and Umbrella/Excess to total \$5,000,000 per occurrence & \$5,000,000 aggregate.
- 5) **Professional Liability/Malpractice Insurance (Errors and Omissions):** Insurance appropriate to the City Attorney's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 6) **Cyber Liability Insurance:** The City Attorney shall provide coverage with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Firm in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the City Attorney maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations

performed by or on behalf of the City Attorney including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the City Attorney's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

The City of Oviedo shall be named as an additional insured under all insurance policies other than Professional Liability and Workers Compensation.

Primary Coverage

For any claims related to this contract, the City Attorney's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the City Attorney's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

The City Attorney hereby grants to the City a waiver of any right to subrogation which any insurer of said City Attorney may acquire against the City by virtue of the payment of any loss under such insurance. City Attorney agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the City Attorney to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the City Attorney must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

The City Attorney shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the City Attorney's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

12. Indemnity: : The City Attorney shall defend, indemnify and hold harmless the City and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the City Attorney, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The City Attorney recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the City Attorney of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the City Attorney's liability beyond that provided in Section 768.28, Florida Statutes.

13. The City Attorney shall take all actions that reflect highly upon the City and shall act in a manner that advances the City and its programs, projects and activities.

14. Pursuant to Florida Statutes, Section 119.0701, the City Attorney agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under City's procedures or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the City Attorney does not transfer the records to the City.

(d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the City Attorney or keep and maintain public records required by the City to perform the service. If the City Attorney transfers all public records to the City upon completion of the contract, the City Attorney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City Attorney keeps and maintains public records upon completion of the contract, the City Attorney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CITY ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**ELIANNE RIVERA, CITY CLERK
(407) 971-5500
erivera@cityofviedo.net
400 ALEXANDRIA BLVD.
OVIDO, FLORIDA 32765**

15. The City Attorney swears under penalty of perjury that the City Attorney does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, City Attorney declares that City Attorney has read the foregoing Section 15 above and that the facts stated in it are true.

VOSE LAW FIRM LLP



Wade C. Vose, Esq.

CITY OF OVIEDO

ATTEST:

Megan Sladek, Mayor

Elianne Rivera, City Clerk