

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT is entered into this the _____ day of October, 2016, by and between MARK A. PERRY, P.A., a Florida Professional Services Corporation, organized under Chapter 621 of the Florida Statutes, hereinafter referred to as "Law Firm", and the LAKE WORTH DRAINAGE DISTRICT, a Special Taxing District of the State of Florida, hereinafter referred to as "LWDD".

WHEREAS, LWDD is authorized and required pursuant to Florida Statutes, Section 298.18 to employ attorneys; and

WHEREAS, the Law Firm has been providing services to LWDD and LWDD and Law Firm wish to continue the services being rendered on a formalized basis, as required by Florida Statutes, Section 298.18; and

WHEREAS, the parties hereto desire to formally provide for the terms and conditions of the services being rendered.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The term of this Agreement is for the period October 1, 2016 to September 30, 2019. This Agreement shall be renewable for a one (1) year term thereafter, with the terms and conditions of the Legal Services Agreement during such renewal period to be negotiated at the time of renewal. There shall be an annual review of the performance of the Law Firm. Any adjustment to the contracted amount shall be based on performance and approved by the Board of Supervisors.

2. The Law Firm does hereby agree to provide the services of Mark A. Perry for eight (8) hours each Wednesday of every week and four (4) hours of each Monday and Friday of each week, except for two weeks per year.

3. LWDD agrees to pay Law Firm a total sum amount of \$159,720.00 per year, which represents payment for fifty (50) weeks of services per year, based upon 800 hours of service per year, which shall be paid as follows:

(a). The monthly payment of \$13,310.00 shall be paid at the beginning of each month, which represents payment for services to be performed.

4. All legal services provided by Law Firm shall be performed at the offices of LWDD. Any services to be performed outside of the office of LWDD shall be approved by

the Executive Director. A monthly hourly breakdown of all services provided outside of the office of LWDD will be supplied to LWDD on a monthly basis.

5. It is agreed between the parties that it is the intent of the parties that this Agreement for legal services is to encompass all legal services of the Law Firm in its representation of LWDD, which is not only to include eight (8) hours on Wednesdays and four (4) hours on Mondays and Fridays, but also for any and all legal services as requested by LWDD.

6. It is agreed between the parties that if administrative legal support services are requested and required above and beyond normal legal services provided for under this Agreement, the Law Firm will provide services at a rate of \$50 per hour. Additional legal support services must be approved in advance by the Executive Director. Law Firm shall track additional support services and provide to LWDD a monthly detailed invoice for review, approval and payment.

7. This Agreement may be terminated by either party hereto, upon the giving of seven (7) days written notice, with or without cause. In the event of early termination of this Agreement, the parties agree to the payment of services performed to date of termination. This Agreement shall be considered null and void and of no further binding effect upon the parties upon termination.

8. This Agreement shall contain the full agreement of the parties hereto and may be amended only in writing executed by all parties to this Agreement

9. This Agreement shall be binding on the parties hereto, their heirs, successors and/or assigns.

IN WITNESS WHEREOF, we have executed this Agreement the date and year first above written.

LAKE WORTH DRAINAGE DISTRICT

MARK A. PERRY, P.A.

By: _____
James M. Alderman, President

By: _____
Mark A. Perry, President

By: _____
Robert M. Brown, Secretary