

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: 800 MHz Frequency Rebanding Retainer for Special Counsel Services

DEPARTMENT: Information Technologies **DIVISION:** Telecommunications

AUTHORIZED BY: Chris Grasso **CONTACT:** Greg Holcomb **EXT.** 1010

Agenda Date 5/23/06 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Authorize the use of Special Counsel Services to assist in negotiating the 800 MHz frequency Rebanding/Reconfiguration initiative required by the FCC.

BACKGROUND:

The Retainer Agreement between Seminole County and Shulman, Rogers, Gandal, Pordy & Ecker, P.A. is for Special Council Services to assist with the negotiations and process identified by the FCC for 800 MHz frequency Rebanding/Reconfiguration. The purpose of the agreement is to acquire additional expertise in communications law and specialized knowledge as it pertains to the FCC order requiring Seminole County to enter into negotiation processes of the licensed 800MHz frequencies.

The FCC Order requires that the costs of Rebanding shall be paid by Sprint/Nextel through negotiation. This is inclusive of these special counsel services.

Attachment: Transition Authority Overview Fact Sheet

Reviewed by: [Signature]
Co Atty: [Signature]
DFS: _____
Other: [Signature]
DCM: [Signature]
CM: [Signature]
File No. CIT 19

Transition Authority Overview Fact Sheet

Overview

Public safety radio systems—those used by police, firefighters, emergency medical technicians, and other systems operating on the 800 MHz Band—have been experiencing increasing levels of interference and “dead zones” as a result of commercial wireless carriers operating in the same or adjacent spectrum bands.

Rebanding/Reconfiguration is designed to alleviate this interference by spectrally separating the two types of systems. The 800 MHz reconfiguration program is part of the FCC’s plan to promote safety and protect the lives of first responders and other emergency personnel by addressing the harmful interference to public safety communication systems operating in the 800 MHz Band. 800 MHz Transition Administrator, LLC (TA, LLC) is the Transition Administrator (TA) for the reconfiguration of the 800 MHz Band mandated by the FCC.

Who needs to reconfigure in the 800 MHz Band?

Many 800 MHz systems, including public safety, critical infrastructure industries (CII), private business (B/ILT), and commercial (SMR) systems operating at 806-824 MHz/851-869 MHz will be required to relocate with the following general guidelines:

- Licensees in the 806-809 MHz/851-854 MHz Band (Channels 1-120) will be relocated.
- NPSPAC licensees in the 821-824 MHz/866-869 MHz Band will be relocated.
- Certain licensees in the newly created “Expansion” Band and “Guard” Band will have the option of relocating within the 800 MHz Band.
- Enhanced Specialized Mobile Radio (ESMR) operators, such as Sprint Nextel, will be relocated. In addition, there are alternative band plans affecting the Expansion, Guard and ESMR bands for an area in the Southeastern Region of the United States and also for the Atlanta area.

Regional Prioritization Plan

The TA developed the Regional Prioritization Plan (RPP) that lists the order in which the 55 National Public Safety Planning Advisory Committee (NPSPAC) regions will start the process of reconfiguration in the 800 MHz Band in the United States.

- The RPP contains four reconfiguration “Waves” or groups of NPSPAC regions, and the reconfiguration schedule for each Wave.
- Each Wave consists of two “Stages”: Stage 1 includes Channels 1-120 or the non-NPSPAC Channels which reconfigure first; and Stage 2 includes NPSPAC Channels which reconfigure after Channels 1-120.

Reconfiguration Costs

Sprint/Nextel is generally responsible for the cost of relocating all affected 800 MHz incumbents to new spectrum with comparable facilities to those presently in use. Per the FCC, comparable facilities are those that provide the same level of service as the incumbent’s existing facilities, including: equivalent channel capacity; equivalent signaling capability, baud rate and access time; coextensive geographic coverage; and equivalent operating costs. Licensees must certify that cost estimates are the “minimum necessary” to provide facilities comparable to those presently in use. To ensure that adequate funding is available for the entire 800 MHz reconfiguration, the FCC has required Sprint Nextel to secure irrevocable letters of credit for \$2.5 billion and commit

to providing additional funding if necessary. Costs that are reasonable, prudent, and directly related to obtaining comparable facilities to those presently in use are reimbursable. Upon review and approval of the licensee's Request for Planning Funding or Cost Estimate pursuant to a Frequency Reconfiguration Agreement by Sprint Nextel and the TA, Sprint Nextel will initiate steps for payment of these upon the receipt of an invoice and approval by the licensee.

Negotiations

Reconfiguring 800 MHz licensees are required to negotiate the specifics of their reconfigurations with Sprint Nextel directly. There is a three-month voluntary negotiation period for Stage 1 (Channels 1-120) licensees that begins at the start of each "Wave," followed by a three-month mandatory negotiation period. The start of negotiations for Stage 2 licensees (on NPSPAC Channels) is dependent on the completion of the reconfiguration for Stage 1. If the licensee and Sprint Nextel do not reach an agreement by the end of the mandatory negotiation period, they will enter mediation as outlined in the Alternative Dispute Resolution (ADR) Plan, wherein the TA will mediate the negotiation of an agreement between the licensee and Sprint Nextel. The TA will refer the matter to the FCC if not resolved at the end of the ADR process.

**SHULMAN
ROGERS
GANDAL
PORDY &
ECKER, P.A.**

Lawrence A. Shulman
Donald R. Rogers
Karl L. Becker†
David A. Pordy+
David D. Freishtat
Martin P. Schaffer
Christopher C. Roberts
Edward M. Hanson, Jr.
David M. Kochanski
James M. Kefauver †
Robert B. Canter
Daniel S. Krakower
Kevin P. Kennedy
Nancy P. Regelin
Samuel M. Spiritos+
Martin Levine
Worthington H. Talcott, Jr.+
Fred S. Sommer
Morton A. Faller

Alan S. Tilles
James M. Hoffman
Michael V. Nakamura
Jay M. Eisenberg+
Douglas K. Hirsch
Ross D. Cooper
Glenn C. Etelson
Karl J. Prottil, Jr.+
Timothy Dugan+
Kim Viti Fiorentino
Sean P. Sherman+
Gregory D. Grant+
Jacob S. Frenkel*
William C. Davis, III
Rebecca Oshway
Alan B. Sternstein
Michael J. Froehlich
Sandy David Baron
Christine M. Sorge

Michael L. Kabik
Jeffrey W. Rubin
Simon M. Nadler
Scott D. Museles
Karl W. Means
Michelle R. Curtis*
Mimi L. Magyar
Glenn W.D. Golding+
Michael J. Lichtenstein
Bruce A. Henoch
Jeremy W. Schulman
William F. Askinazi
Matthew M. Moore+
Jeannie Eun Cho
Debra S. Friedman*
Eric J. von Vorys
Gary I. Horowitz
Heather L. Howard+
Stephen A. Metz

Hong Suk "Paul" Chung
Patrick J. Howley
Carmen J. Morgan*
Kristin E. Draper*
Heather L. Spurrier*
André L. Brady
Melissa G. Bernstein
Patricia Teck
Jacob A. Ginsberg
John D. Sadler
Marc E. Pasckoff
Erin J. Ashbarr
Alexis H. Peters*
Meredith S. Abrams
John D. Adams
Kristen Munger*
Michael T. Ebaugh
David B. Kramer
Lauren J. Pair

Anne Marie Vassallo*
Matthew D. Alegi*
Joann J. Wang*†
Christopher W. Poverman

Of Counsel
Larry N. Gandal
Jeffrey A. Shane
Leonard R. Goldstein
Richard P. Meyer*
Larry A. Gordon*
David E. Weisman
Lawrence Eisenberg
Deborah L. Moran
Scott D. Field

Special Counsel
Philip R. Hochberg*
Maryland and D.C. except as noted:
+ Virginia also * D.C. only
• Maryland only † Retired

Writer's Direct Dial Number:
(301) 230-6569
atilles@srgpe.com

May 1, 2006

Arnold W. Schneider, Esq.
Seminole County Attorney's Office
1101 East First Street
Sanford, FL 32771-1468

Re: Retention of outside counsel in connection with "Wave 3" 800 MHz Rebanding

Dear Mr. Schneider,

Please find enclosed a signed copy of the revised special counsel retainer agreement which you had sent to us on April 27, 2006.

Once the agreement has been approved and executed by your County Commission, please return a copy to us for our files. Please feel free to contact me if you have any questions or concerns.

Sincerely,



Alan S. Tilles

AST/imb

Enclosure

RECEIVED
COUNTY ATTORNEY'S OFFICE
2006 MAY -3 AM 10:49

**RETAINER AGREEMENT BETWEEN SEMINOLE COUNTY AND SHULMAN,
ROGERS, GANDAL, PORDY & ECKER, P.A. FOR SPECIAL COUNSEL SERVICES**

THIS AGREEMENT ("the Agreement") is made and entered into this _____ day of _____, 2006, between the law firm of **SHULMAN, ROGERS, GANDAL, PORDY & ECKER, P.A.**, a professional association incorporated under the laws of the State of Maryland, whose address is 11921 Rockville Pike, Rockville, Maryland 20852-2743, hereinafter referred to as "SHULMAN" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY is a "Wave 3" Region presently required to commence negotiations with Sprint/Nextel and other vendors relative to reconfiguration of the COUNTY's public service and emergency mobile radio systems which operate on the 800MHz frequency spectrum ("rebanding"); and

WHEREAS, SHULMAN has demonstrated expertise in communications law, FCC regulations addressing rebanding and in negotiation with vendors that are essential to accomplishing the rebanding; and

WHEREAS, COUNTY has need of SHULMAN's specialized knowledge in order to timely and cost effectively implement its rebanding responsibilities;

WHEREAS, the FCC Order requires that the costs of rebanding incurred by the COUNTY, including reasonable attorney's fees, shall be paid by Sprint/Nextel or the appointed Transition Administrator ("TA"),

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and SHULMAN agree as follows:

Section 1. Purpose of Engagement and SHULMAN's Scope of Services.

Commencing upon the signing of this Agreement by the COUNTY, SHULMAN shall represent COUNTY in the rebanding activities and negotiations with Sprint/Nextel and other vendors as more particularly described as follows:

(a) Advice, consultation and assistance in negotiations with Sprint/Nextel for funding of identified services and/or replacement of public service and emergency services mobile radio equipment and appurtenances. Advice on what Sprint/Nextel will or will not pay for shall also be provided.

(b) Advice, assistance and preparation of official requests for obtaining advance planning funding from the TA.

(c) Representation of the COUNTY in any negotiations, proceedings or resolutions of disputes with vendors and involving the TA.

(d) Advice and consultation in the preparation of service and equipment agreements with rebanding vendors other than Sprint/Nextel.

(e) Advance copies of preferred formats of agreements between local governments and Sprint/Nextel and vendors of rebanding services and equipment, including particularly, those for completed Wave 1 or Wave 2 rebandings.

(f) Review, advice and consultation in development of the scope of work to be the basis of requests for proposals and rebanding agreement with equipment manufacturers, subcontractors thereof,

consulting RF engineers or other rebanding vendors deemed necessary for implementation of the rebanding effort.

(g) Names of vendors to include consultants and technical service firms with experience in rebanding.

(h) Assistance in the development of appropriate requests for proposals for rebanding vendors and consultants, screening, interview and evaluation of responding vendors.

(i) It is expressly understood that notwithstanding the TA's or Sprint/Nextel's payment of SHULMAN's legal fees, the firm shall act solely on the COUNTY's behalf and does not represent either Sprint/Nextel or the TA in this matter. The TA is acting purely in a fiduciary capacity and will release funds to the firm only with the COUNTY's express consent and according to the terms of the Rebanding Funding Agreement.

Section 2. Responsibilities of COUNTY. The COUNTY shall have direct, primary responsibilities for performance of the following functions, utilizing advice received from SHULMAN:

(a) Drafting and distribution of rebanding agreements and funding agreements involving Sprint/Nextel and equipment servicing vendors.

(b) Development of the specific scope of work as the basis of requests for proposals from other consultants and vendors for reconfiguration of the subject radio equipment.

(c) Preparation and distribution of requests for proposals from prospective vendors.

(d) Direct supervision of the work performed by rebanding/reconfiguration vendors after contracts are executed.

(e) Timely submission of all documentation to the TA and/or Sprint/Nextel to enable accurate and timely payment of costs.

(f) Review and approval of SHULMAN's billings for legal fees prior to submission to Sprint/Nextel for direct payment in accordance with Section 4, below.

Section 3. Assigned Attorneys, Associate Attorneys and Other Legal Assistants.

(a) The attorney for SHULMAN who shall be primarily responsible for the COUNTY's representation under this Agreement is Alan Tilles. The associate attorneys for SHULMAN who shall be working on the COUNTY's behalf are Bruce Henoch and Rebekah Bina. The selection of attorneys and legal assistants who will render services will be made by the attorney having overall supervisory responsibility for COUNTY's representation, taking into consideration the nature of the task, the degree of legal experience and knowledge required to achieve the COUNTY's objective, the availability of attorneys and legal assistants to work on the task, and their hourly billing rates.

(b) SHULMAN shall not make any substitutions of assigned attorneys without prior notice to and consent of the County Attorney. If, in the opinion of the County Attorney, the services rendered, timeliness or responsiveness of the assigned attorneys is deemed unsatisfactory, the COUNTY reserves the right to demand change of assigned personnel. Failure of SHULMAN to undertake expeditious remedial action shall be grounds for termination of this Agreement.

Section 4. Billing Policies, Procedures and Responsibility for Payment.

(a) SHULMAN shall periodically provide COUNTY with copies of all detailed statements of professional services performed, legal fees, paraprofessional fees and travel and out of pocket expenses incurred through the end of the billing cycle. It is understood and agreed by the parties that SHULMAN shall have responsibility for directly billing Sprint/Nextel or the TA, subject to the COUNTY's timely, prior approval of the billing as more fully described in paragraph (e) of this Section.

(b) Legal fees are defined as charges for all hours billed by attorneys at the rates specified in this Agreement, attorney's out of pocket expenses, attorney travel expenses, professional services, long distance telephone calls, telecopying, duplication, extraordinary secretarial services, postage, deliveries, online research charges, travel expenditures, and filing and recording fees. In the event that an attorney must travel out of the Washington, D.C. metropolitan area, clients are billed for actual time worked subject to a minimum of seven (7) hours per day for each full day away from the office, including actual travel time. However, travel time within the Washington, D.C. metropolitan area is billed on the basis of the actual travel time involved.

(c) Legal fees will be based upon hourly rates of members of SHULMAN currently ranging from \$195.00 to \$415.00 per hour for attorneys and \$125.00 to \$160.00 per hour for legal assistants and law clerks. Hourly rates are subject to review and change periodically.

At the present time, work performed by Alan Tilles, the attorney primarily responsible for matters under this Agreement, is billed at \$400 per hour. Work performed by Bruce Henoch, the attorney who will also be working on matters under this Agreement, is currently billed at \$300 per hour. Work performed by Associate Attorney Rebekah Bina will be billed at \$195 per hour. The aggregate amount of legal fees in this matter will be determined by the COUNTY's final rebanding agreement negotiated with Sprint/Nextel according to reimbursement guidelines established by the TA.

(d) SHULMAN understands that its legal fees will ultimately be paid by the TA on the COUNTY's behalf or directly from Sprint/Nextel via a draft order from the TA. SHULMAN will assume the risk of payment or reimbursement of all legal fees and costs through Sprint/Nextel and/or the TA. However, if, as part of the engagement, the COUNTY asks SHULMAN to perform work on the COUNTY's behalf which SHULMAN reasonably believes to be outside the scope of services specified in this Agreement and otherwise outside the scope of legal fees and costs reimbursable by the TA, SHULMAN will promptly inform the COUNTY in writing. The COUNTY may then either (1) ask SHULMAN not to perform the requested work; or (2) ask SHULMAN to proceed with the requested work, in which case, the COUNTY should be aware that the COUNTY will be responsible for any legal fees and costs for such services the COUNTY requested but which are disallowed by the TA and which are outside the scope of work on the project as described herein.

(e) Copies of all billing statements shall be submitted to the County Attorney, the Information Technologies Director and the

Telecommunications Manager overseeing the rebanding project. These officials shall timely review and approve or disapprove said billing within seven (7) days of receipt to facilitate expedited submission by SHULMAN to the TA or Sprint/Nextel for direct payment to SHULMAN. The COUNTY shall have no responsibility or liability for processing or submission of billing to the TA or Sprint/Nextel or for payment of any of SHULMAN's fees, costs or out of pocket expenses in the event the TA or Sprint/Nextel refuse to pay same.

(f) Failure to receive payment for any bill by the sixtieth (60th) day after the TA issues a charge order for payment from the TA or Sprint/Nextel will ordinarily result in a discontinuance of legal services. Allowance will be made for administrative delays within the TA. If the TA fails to notify Sprint/Nextel that a payment is due SHULMAN within sixty (60) days, SHULMAN will not hold the COUNTY responsible for the administrative delay. If payment is due directly from Sprint/Nextel, SHULMAN will not hold COUNTY responsible for Sprint/Nextel's internal administrative delay. SHULMAN will not, however, discontinue services without giving the COUNTY notice of such intended discontinuance. SHULMAN will suggest other counsel, allowing reasonable time for the COUNTY to employ other counsel, deliver all papers and property to which the COUNTY is entitled and which SHULMAN is obligated to deliver, cooperate with counsel subsequently employed, and otherwise endeavor to assure that the COUNTY's case will not be prejudiced by the discontinuance.

Should the TA refuse to reimburse SHULMAN for legal fees as defined herein, SHULMAN reserves the right to protest such refusal

through the FCC's processes at no additional cost to the COUNTY. In the event that neither the TA nor Sprint/Nextel pay for legal fees as defined herein, SHULMAN and the COUNTY agree that, other than legal fees for services which the COUNTY requests which are outside the services specified in this Agreement and which are disallowed by the TA as being outside the scope of work on the project, all such non-recoverable legal fees shall be absorbed by SHULMAN, SHULMAN having assumed the risk for same as a condition of being retained by COUNTY.

Section 5. Representation in Other Matters. SHULMAN is not presently aware of any potential conflicts of interest that would or may interfere with its full representation of the COUNTY's interests. SHULMAN is a relatively large firm and represents many other concerns and individuals. Consequently, it is possible that during the time that SHULMAN is representing the COUNTY, some of its present or future clients will have disputes or transactions with the COUNTY. The COUNTY, by signing this Agreement, agrees that SHULMAN may continue to represent existing clients or may undertake in the future to represent new clients in any matter that is not substantially related to SHULMAN's work for the COUNTY, even if the interests of such clients in those other matters are or may be adverse to the COUNTY's interests. SHULMAN agrees, however, that the COUNTY's consent shall not apply in any instance where, as the result of SHULMAN's representation of the COUNTY, SHULMAN has obtained confidential information that, if known to any other client of SHULMAN, could be used by that client to the COUNTY's substantial disadvantage.

The COUNTY acknowledges and accepts by signing this Agreement that SHULMAN represents several communications and/or public safety trade associations and individual FCC licensees whose regulatory and policy interests may now or in the future be adverse to the COUNTY's general interests as an FCC licensee. In the event that a direct, specific conflict should arise, SHULMAN reserves the right, in the course of its representation of the COUNTY, to limit the scope of legal services in order to avoid such conflict, or if necessary, to withdraw from the representation of the COUNTY or take other appropriate measures, after having made sufficient efforts to assure that the COUNTY will continue to be fully represented.

Section 6. Termination of Engagement. The COUNTY may terminate this Agreement with or without cause at any time on written notice to SHULMAN. Termination of SHULMAN's services for cause, e.g., unsatisfactory performance or nonperformance, shall not result in the COUNTY's responsibility to pay legal fees for acceptable services rendered through the date SHULMAN receives notice of termination. If the COUNTY's termination of SHULMAN without cause renders some portion of the accumulated legal fees for the then current billing cycle nonreimbursable by the TA or Sprint/Nextel, the COUNTY agrees that it would be directly responsible for thereafter seeking reimbursement or for direct payment of said legal fees.

SHULMAN may terminate this Agreement for any of the reasons permitted under the applicable rules of professional conduct. These include misrepresentation of (or failure to disclose) material facts, action taken contrary to SHULMAN's advice, and failure of the TA or

Sprint/Nextel to pay SHULMAN's bills in the manner described in Section 4 herein. SHULMAN may also terminate this Agreement for any other conduct or situation that, in SHULMAN's judgment, impairs maintaining an effective attorney-client relationship between the COUNTY and SHULMAN, or that presents conflicts with SHULMAN's professional responsibilities. In such circumstances, SHULMAN may request the COUNTY to sign a stipulation or authorization allowing SHULMAN to withdraw as the COUNTY's representative in any judicial, arbitration or similar proceeding, and the COUNTY hereby agrees in advance to SHULMAN's withdrawal.

Section 7. Governing Law and Venue.

(a) Any legal proceedings brought in connection with this Agreement shall only be brought in a State or Federal Court located in the State of Florida and described herein. Venue in State Court shall be exclusively in Seminole County, Florida. Venue in Federal Court shall be exclusively in the United States District Court, Middle District of Florida, Orlando Division, or its successor. Each party hereby agrees to submit to the personal jurisdiction of these Courts for any lawsuits filed in these venues which arise under or in connection with this Agreement. In the event that a legal proceeding is brought for the enforcement of any term of this Agreement or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury for the adjudication of such suit.

(b) Neither party hereto shall pursue litigation to the point of proceeding to trial until having first exhausted good faith efforts

at alternative dispute resolution, i.e., mediation. In the event mediation is initiated, the parties shall select a mutually acceptable, certified circuit court mediator, the costs for which shall be shared equally by the parties.

(c) All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by Federal law.

Section 8. Notices. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed given if sent by certified mail, return receipt requested, or by courier or by overnight delivery addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

For COUNTY:

Telecommunications Manager
Seminole County Department of Information Technologies
150 Bush Boulevard, Suite 3-105
Sanford, FL 32773

With a copy to:

County Attorney
1101 E. First Street
Sanford, FL 32771

For SHULMAN:

Alan Tilles, Esq.
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
11921 Rockville Pike
Rockville, MD 20822-2743

Section 9. Ethical Conduct and Conflict of Interest.

(a) SHULMAN agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) SHULMAN hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly in the business of SHULMAN to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties shall at all times be subject to Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

Section 9. Equal Opportunity Employment. SHULMAN agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Section 10. Miscellaneous.

(a) The COUNTY and SHULMAN represent to each other that each respectively has full right, power and authority to execute this Agreement and that all conditions precedent thereto have been performed. SHULMAN acknowledges that Chapter 180, Seminole County Code of Ordinances and Section 14 and 22 of the Seminole County Administrative Code provide authority for the County Attorney to advise the Board of County Commissioners regarding the need for retention of outside, special counsel and for primary supervision and monitoring of the legal work product, billing and other matters under this Agreement.

(b) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all correspondence, offers, negotiations and other agreements of any kind, and no subsequent oral promises or representations shall be binding. There are no representations or understandings of any kind not set forth herein. Any modification or amendment to this Agreement must be in writing and executed by both parties.

(c) If any term of this Agreement is found to be void or invalid by a court of competent jurisdiction, such term shall be deemed severable and the resulting invalidity shall not effect the remaining terms of this Agreement, which shall continue in full force and effect.

(d) All sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(e) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

(f) This Agreement is not assignable by either party without the express, prior, written approval of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

SHULMAN, ROGERS, GANDAL, PORDY
& ECKER, P.A.

Regan Burn

Witness
Regan Burn
Print Name

By: Alan S. Tilles

Alan S. Tilles
Print Name

Witness

Title: _____

Print Name

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk
4/19/06 4/27/06
retainer agt for rebanding

By: _____
CARLTON HENLEY, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.