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Joe Lauro, CPPO/CPFB
Director

INTEROFFICE MEMO

To: Robert S. LaSala, County Administrator

From: Joseph Lauro, Director of Purchasing *Joe Lauro*

Subject: Approval of Final Negotiated Contract - Disclosure Counsel Services
Contract No. 078-0513-P (SS)

Date: November 21, 2008

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE RANKING OF FIRMS AND APPROVAL OF THE CONTRACT FOR DISCLOSURE COUNSEL SERVICE WITH THE NUMBER ONE RANKED FIRM, NABORS, GIBLIN & NICKERSON, P.A., TALLAHASSEE, FLORIDA.

IT IS FURTHER RECOMMENDED THAT THE COUNTY ADMINISTRATOR SIGN THE AGREEMENT.

ESTIMATED ANNUAL EXPENDITURE NOT TO EXCEED: \$25,000.00

ESTIMATED THIRTY-SIX (36) MONTH EXPENDITURE NOT TO EXCEED: \$75,000.00

Funding is provided through proceeds from new and refunding issues.

DISCUSSION: On December 14, 2007, the Purchasing Department on behalf of the County Attorney's office let a Request For Proposal (RFP) for disclosure counsel services. Proposals from four (4) firms were received on September 18, 2008.

On, September 30 2008, an evaluation team comprised of three members from the County Attorney's office, one (1) assistant county administrator, the Chief Deputy Director of Finance, along with one member of the Purchasing Department acting in an advisory capacity evaluated and ranked the proposals. Firms were evaluated according to the following criteria:

- General Capabilities 300 Points
- Experience 200 Points
- Availability of Facilities, Personal and Resources 150 Points
- Fees 250 Points
- Potential for Conflicts of Representation 100 Points

Firms are listed in rank order and evaluation points earned:

1. Nabors, Giblin & Nickerson, P.A. 871.70 Points
2. GrayRobinson, P.A. 828.00 Points
3. Squire, Sanders & Dempsey L.L.P. 756.67 Points
4. Fieldstone Lester Shear & Denberg, LLP 735.00 Points

Contract Period: 12/1/08 THROUGH 11/30/11 N/A – One Time Purchase

Renewal Options: Terms Length of None
Remaining Each Term
1 12 Months

Increase Allowances: N/A

Section 2-176 of the Pinellas County Code delegates to the County Administrator to award negotiation contracts for purchases of goods or services of \$250,000 or less, and the Director of Purchasing \$100,000 or less within the budget of the using department.

APPROVED: 
ROBERT S. LASALA
County Administrator

Date of Approval: 11.25.08

- Attachments:
1. Agreement (2)
 2. Contract Review
 3. Final Scored Tabulation

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1 day of December, 2008 ("Effective Date") by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Nabors, Giblin & Nickerson, P.A., whose address is 2502 Rocky Point Drive, Suite 1060, Tampa, Florida 33607 (hereinafter referred to as "Disclosure Counsel").

WITNESSETH:

WHEREAS, the County has previously determined that it has need for Disclosure Counsel Services, and after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal No. 078-0513P (SS) ("RFP"), the County has awarded this contract to Disclosure Counsel; and

WHEREAS, Disclosure Counsel represents that it will satisfactorily provide legal services in an able and competent manner according to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the parties agree as follows:

1. The County hereby retains Disclosure Counsel to provide disclosure counsel legal services in connection with the issuance of bonds ("Legal Services"), which includes the following:

(a) Prepare disclosure documents describing any bonds and summarizing the underlying documents, including assuming the responsibility insofar as such documents describe the financial circumstances of the offering or any other statistical projection or data;

(b) Review all underwriting proposals, all closing documents, and attend and assist in any closing, and attend, if requested, rating agency meetings and information meetings with regard to the sale of any bonds by the County;

(c) Render such opinions in written form at the time any bonds are authenticated and delivered, which opinions will cover matters requested by the County;

(d) Assist in preparation and review of documents required to meet the continuing disclosure requirements of the Securities and Exchange Commission; and

(e) Perform such other special services not specifically enumerated herein, as requested by the County Attorney.

2. As compensation for the Disclosure Counsel providing Legal Services to the County as described herein, the County shall pay the Disclosure Counsel as follows:

(a) Disclosure Counsel's fees as listed in Exhibit "A," which is attached hereto and incorporated by reference herein;

(b) Reasonable out-of-pocket expenses and costs incurred during the course of providing the Legal Services. The expenses and costs may include, but are not limited to, out-of-pocket expenses for photocopying projects, not-to-exceed fifteen cents (\$.15) per page, courier charges, express mail, long distance telephone charges, postage, and printing. The County will only reimburse Disclosure Counsel expert witness or consultant fees that have been previously approved in writing by the County Attorney's Office. Court filing fees and costs, witness fees, and previously approved travel shall be itemized and invoiced separately.

(c) County shall not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of Disclosure Counsel.

(d) All requests for payment of expenses eligible for reimbursement under this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Pinellas County Finance Department. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Legal Services. Any out-of-county travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement shall be approved by the County Attorney's Office in advance, and shall be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes, and all applicable policies and procedures established by the County.

3. The term of this Agreement shall commence on the Effective Date and remain in full force and effect for a period of thirty-six (36) months, unless otherwise terminated or extended as provided herein. The term of this Agreement may be extended for up to two (2) twelve (12) month periods by mutual written agreement of the County and Disclosure Counsel.

4. This Agreement may be terminated by the County or Disclosure Counsel upon thirty (30) days' written notice to the non-terminating party. Upon termination by either party, Disclosure Counsel shall transfer all work in progress, completed work, and other materials related to the Legal Services to the County.

5. (a) Disclosure Counsel understands that the legal file created in this representation of the County is a public record, except to the extent it is temporarily exempt from disclosure under Chapter 119, Florida Statutes, and that Section 286.011, Florida Statutes, may apply to this provision of Legal Services pursuant to this Agreement. Disclosure Counsel shall observe and comply with the requirements of these laws and all related County policies and procedures in performing the Legal Services hereunder. Disclosure Counsel agrees to maintain for public record access its file and to maintain for public access the file after the legal proceedings have become final in accordance with the destruct laws of the State of Florida. Alternative, Disclosure Counsel may elect to deliver the entire original file to the County upon completion of the legal proceedings.

(b) All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the County or at its expense shall be kept confidential by Disclosure Counsel and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction.

6. Disclosure Counsel represents that it has, or will secure at its own expense, all necessary personnel required to perform the Legal Services as required herein and that such persons shall be qualified to perform the specialized Legal Services required under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the County unless approved by the County Attorney's Office. All personnel engaged in performing the Legal Services shall be fully qualified for the specialized Legal Services required under this Agreement and, if required, authorized or permitted under federal, state, and local law to perform such services.

7. Disclosure Counsel shall procure, pay for and satisfy the insurance requirements as provided in the RFP.

8. Disclosure Counsel represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the Legal Services, as provided in the rules regulating The Florida Bar, in the standards set forth in Part III of Chapter 112, Florida Statutes, or the County Attorney's Office policy relating to Legal Representation of Multiple Clients. Disclosure Counsel further represents that no person having a conflicting interest shall be employed by Disclosure Counsel to perform the Legal Services.

9. Disclosure Counsel and all its employees, agents, and servants are, and shall be, in the performance of the Legal Services under this Agreement, independent contractors and not an employee of the County. All persons engaged in the Legal Services performed by Disclosure Counsel pursuant to this Agreement shall at all times, and in all places, be subject to Disclosure Counsel's supervision and control. Disclosure Counsel shall exercise direct control over the means and manner in which it and its employees, agents, and servants perform the Legal Services. Disclosure Counsel does not have the power or authority to, and agrees that it will not attempt to, bind the County in any promise, agreement, or representation other than as specifically provided for in this Agreement.

10. In addition to the provisions herein, the provision of Legal Services shall be governed by the following documents, which are incorporated herein by reference:

(a) Pinellas County's Request for Proposal and all of its addenda and attachments issued for RFP No. 078-0513-P (SS); and

(b) Disclosure Counsel's Proposal.

If there is a conflict between the terms of this Agreement and the above-referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

11. Disclosure Counsel warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, or disability.

12. Disclosure Counsel hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a professional manner and that all services shall be performed

by skilled and competent personnel to the highest professional standards and qualified to perform the specialized Legal Services required under this Agreement.

13. All notices required in this Agreement shall be sent by fax or mail to:

County Attorney's Office
Attn.: James Bennett, County Attorney
315 Court Street
Clearwater, FL 33756
(representative of the County)

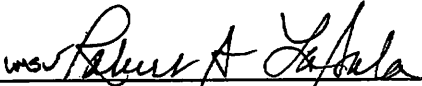
If sent to Disclosure Counsel, the notice shall be mailed to:
L. Thomas Giblin, Esquire
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive, Suite 1060
Tampa, FL 33607
(representative of Disclosure Counsel)

14. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.


IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year reflected in the first above written.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

NABORS, GIBLIN & NICKERSON, PA

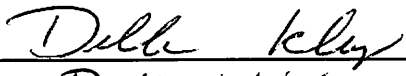


Robert S. LaSala, County Administrator

By: 

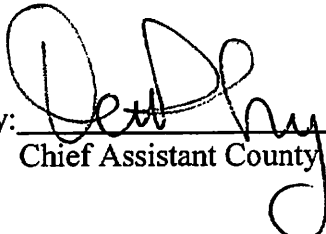
Name: L. Thomas Giblin
Title: President

ATTEST:

By: 

Name: Della Kley

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 

Chief Assistant County Attorney

EXHIBIT A
PROFESSIONAL FEES AND EXPENSES
FOR DISCLOSURE COUNSEL SERVICES

Disclosure Counsel shall be paid an amount equal to 80% of Bond Counsel's fee upon successful closing of a transaction.

For legal services not related to Disclosure Counsel services, Disclosure Counsel shall charge the rate of \$250 per hour for partners, \$190 per hour for associate time and \$50 per hour for law clerks. No bills for hourly rates would be submitted unless specifically authorized by the County.

Expenses incurred will be in accordance with State guidelines. There will be no charge for travel to the County from the Firm's Tampa office.

All expenses will be billed at actual cost. Costs and expenses can include travel to destinations other than the County if requested by the County, reproduction and printing at \$.15 per page, Federal Express charges, mail and courier services and telephone. The Firm will not charge for additional services such as word processing.



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CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: **Disclosure Counsel Services**

RFP NUMBER: **078-0513-P (SS)** REQ. NUMBER:

TYPE: Purchase Contract Construction-Less than \$100,000 One Time Other:

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal Slip and forward to the next Review Authority on the list. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 12 and 13 PRODUCT ONLY

This is an annual/semi-annual/one-time requirement contract. Estimated Expenditure: \$ *Legal Please provide*

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. Sue Steele		<i>[Signature]</i>	Sample contract needed	<input checked="" type="checkbox"/>
2.	County Attorney Attn: Dennis Long	7/17	<i>[Signature]</i>	A customized contract was included -	<input checked="" type="checkbox"/>
Using Dept please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information you would like solicited that are not on this list. We need Name, Address, Phone and Fax.					
3.	Risk Management Attn: Loretta Hunter (Please check applicable box at right)	7/18/08	<i>[Signature]</i>	See pg 12	HIGH RISK
					<input checked="" type="checkbox"/> NOT HIGH RISK <input checked="" type="checkbox"/>
4.	BCC Finance Attn: Cassandra Williams	7/23/08	<i>[Signature]</i>	See p. 2 of 4 of Agreement.	<input checked="" type="checkbox"/>
5.	Asst. County Administrator Attn:				
6.	Asst. County Administrator Attn: Mark Woodard	7/24/08	<i>[Signature]</i>		
7.	Legal Attn: Michelle Wallace	7/25/08	<i>[Signature]</i>	Agreement Attached	<input checked="" type="checkbox"/>

RETURN TO PURCHASING

All inquiries should be made to: Sue Steele, Procurement Analyst

at Extension 44776

In order to meet the following schedule, please return your requirements to Purchasing by: 7/10/08

TENTATIVE DATES

Legal Ad-BID/RFP Mail Out:
BID/RFP Opening:
Board/County Admin/Purchasing Director Approval:

PINELLAS COUNTY EVALUATION CRITERIA TABULATION SHEET

**RFP TITLE: Disclosure Counsel Services
RFP #: 078-0513-P (SS)**

	COMPANY NAME	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	TOTAL POINTS	TOTAL AVERAGE	RANK
		Jim Bennett	Jewel Cole	Claretha Harris	Dennis Long	Mark Woodard			
1	Fieldstone Lester Shear & Denberg, LLP	700.00	700.00	700.00	720.00	720.00	3540.00	708.00	4
2	GrayRobinson, P.A.	835.00	830.00	830.00	815.00	830.00	4140.00	828.00	2
3	Nabors, Giblin & Nickerson, P.A.	844.50	847.50	841.50	842.50	832.50	4208.50	841.70	1
4	Squire, Sanders & Dempsey L.L.P.	806.00	822.50	818.00	815.00	806.00	4067.50	813.50	3

Date: September 30, 2008