

CITY COUNCIL RESOLUTION NO. 2021-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MARKS GRAY, P.A.; PROVIDING FOR THE PROVISION OF SPECIAL LEGAL COUNSEL SERVICES RELATED TO AVIATION AT THE LAKE CITY GATEWAY AIRPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida ("City") is the owner of the Lake City Gateway Airport (hereinafter the "Airport"); and

WHEREAS, the City has multiple aviation related tenants at the Airport including, but not limited to, HAECO Airframe Services, Inc. (hereinafter "HAECO"); and

WHEREAS, the City desires to procure special legal counsel services in aviation law to assist in the negotiation of a lease agreement with HAECO and other aviation tenants at the Airport; and

WHEREAS, the director of the Airport has recommended the procurement of the law firm of Marks Gray, P.A., specifically attorney Edward Booth, and the law firm has agreed to assist the City by serving as special legal counsel; and

WHEREAS, the City desires to enter into an agreement with Marks Gray, P.A., pursuant to and in accordance with the terms and conditions of the *Special Counsel Legal Services Agreement Between the City of Lake City, Florida and Marks Gray, P.A.*, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution (hereinafter the "Agreement"); and

WHEREAS, the City Council has determined that it is in its best interests of the City to contract with Marks Gray, P.A., for the services provided for in the Agreement.

Remainder of this page intentionally left blank.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. That the City is hereby authorized to engage the services of Marks Gray, P.A., in accordance with and pursuant to the terms and conditions of the Agreement.

Section 3. The Mayor is authorized to execute the Agreement for and on behalf of the City.

Section 4. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Marks Gray, P.A., to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Marks Gray, P.A., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Remainder of this page intentionally left blank.

FLK/mr
09/07/2021

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of September, 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**SPECIAL COUNSEL LEGAL SERVICES AGREEMENT BETWEEN THE CITY
OF LAKE CITY, FLORIDA AND MARKS GRAY, P.A.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 (hereinafter the “Effective Date”), by and between the City of Lake City, a municipal corporation (hereinafter referred to as “City”), and Marks Gray, P.A., having an address of 1200 Riverplace Boulevard Suite 800, Jacksonville Florida 32207 (hereinafter referred to as “Special Counsel”) (both of which may be referred to individually as “Party”, or collectively as “Parties”).

W I T N E S S E T H:

WHEREAS, given the specialty and scope of the legal issues involved, the City has determined that it has a need for specialized legal services; and

WHEREAS, the City desires to procure specialized legal counsel services in aviation law to assist in the preparation of a lease agreement with multiple aviation related tenants at the Lake City Gateway Airport (hereinafter the “Airport”) including, but not limited to, HAECO Airframe Services, Inc. (hereinafter “HAECO”); and

WHEREAS, Special Counsel has agreed to provide specialized legal services in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the Parties agree as follows:

1. The above recitals are all true and accurate and are incorporated herein.

2. Services to be Performed. The Special Counsel hereby agrees to provide legal services to the City, relating to the aforementioned including, but not limited to, the preparation of lease agreements with aviation related tenants at the Airport.

3. Requests for Services. All requests for legal services of the Special Counsel will be reduced to writing and forwarded to, and prior to the performance of services by, the Special Counsel.

4. Compensation. As compensation for the Special Counsel providing legal services to the City as described herein, the City will pay Special Counsel as follows:

a. Hourly fees for professional services will not exceed more than three hundred twenty-five dollars and zero cents (\$325.00); and

b. Reasonable out-of-pocket expenses and costs for such items as photocopying, delivery charges, filing fees, and other similar items incurred as a result of this Agreement. Reimbursement for a cost or expense of \$100.00 or more must be supported by the actual paid invoice, whereas costs and expenses of less than \$100.00 must be itemized and detailed as to the amount; and

c. City will not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of Special Counsel; and

d. Local Travel and hourly charges during such travel, which includes any travel within Columbia County, are not compensable. Travel that

occurs outside of Columbia County and per diem reimbursements must be approved by the City Manager's office in writing and in advance and may only 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 City.

5. Term of Agreement and Amendments. The term of this Agreement commences on the Effective Date and remains in full force and effect until the Agreement is terminated or extended as provided herein.

6. This Agreement may be terminated by the City or Special Counsel at any time upon thirty (30) days written notice to the non-terminating party. Upon termination by either party, Special Counsel must transfer all work in progress, completed work, and other materials related to the Legal Services to the City. This Agreement and any terms herein may be amended by written mutual agreement of the Parties.

7. Invoices. Special Counsel must submit a detailed statement of services itemized as to dates, hourly rates, and amounts rendered from the Special Counsel, including sufficient documentation to enable the City to properly perform its audit responsibilities for the use of public funds, and certification that it has performed said services in conformance with this Agreement and is entitled to receive the amount specified therein. Invoices must be submitted in such a manner as will permit their inspection pursuant to Chapter 119, Florida Statutes. Upon receipt of an invoice as authorized herein, the City Attorney's Office will review said invoices within ten (10) days and notify

Special Counsel if an invoice is disputed. Once invoices are approved by the City Attorney's Office, they will be forwarded to the Pinellas City Finance Department for payment to be made. Payments will be made pursuant to the Local Government Prompt Payment Act for services rendered and invoiced.

8. Hiring of Experts or Consultants. Special Counsel must obtain the prior written express approval of the City Manager's Office to hire any and all experts and consultants which are deemed necessary and appropriate to assist Special Counsel in providing legal services to the City. In the event that such experts or consultants are necessary or appropriate, a separate agreement will be required with the City prior to the provision of compensable services.

9. Periodic Status Reports. As may be applicable, Special Counsel must provide periodic status reports, either verbal or in writing, as may from time to time be requested by the City Attorney's Office.

10. Public Records. The City is a public agency subject to Chapter 119, Florida Statutes. Special Counsel shall comply with all public records laws.

IF SPECIAL COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SPECIAL COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-719-5826 or 386-719-5756, 205 NORTH MARION AVENUE, LAKE CITY, FLORIDA 32055.

a. Special Counsel shall comply with public records laws, specifically Special Counsel shall:

I. Keep and maintain public records required by the City to perform the services.

II. Upon request from the City's custodian of public records, provide 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 in this Chapter 119 of Florida Statutes or as otherwise provided by law.

III. 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 Special Counsel does not transfer the records to City.

b. If Special Counsel considers any portion of any documents, data, or records submitted to City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Special Counsel must simultaneously provide City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption

from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that Special Counsel claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

c. Upon completion of the contract, transfer, at no cost, to City all public records in possession of Special Counsel or keep and maintain public records required by City to perform the service. If Special Counsel transfers all public records to City upon completion of the contract, Special Counsel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Counsel keeps and maintains public records upon completion of the contract, Special Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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.

d. Failure of Special Counsel to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

e. The terms of this provision survive termination of this Agreement.

11. Personnel. Special 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 will be qualified to perform the specialized legal services required under this Agreement. Such personnel must not be employees of, or have any contractual relationship with, the City unless approved by the City Attorney's Office. All personnel engaged in performing the legal services must 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.

12. Conflicts of Interest.

a. Special Counsel represents that it presently has no interest and will 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 City Attorney's Office policy relating to Legal Representation of Multiple Clients. Special Counsel further represents that no person having a conflicting interest will be employed by Special Counsel to perform the Legal Services.

b. Special Counsel must promptly notify the City, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstances which may influence or appear to influence Special Counsel's judgment or quality of the legal services. The notice must identify the prospective business association, interest, or circumstance and the

nature of work that Special Counsel wants to undertake and request the City's opinion as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Special Counsel. The City agrees to notify Special Counsel of its opinion within thirty (30) calendar days of receipt of notification by Special Counsel. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Special Counsel, the City shall so state in its opinion.

13. Contractor Status and Insurance Requirements. Special Counsel and all its employees, agents, and servants are, and will be, in the performance of the legal services under this Agreement, independent contractors and not an employee of the City. All persons engaged in the Legal Services performed by Special Counsel pursuant to this Agreement must at all times, and in all places, be subject to Special Counsel's supervision and control. Special Counsel must exercise direct control over the means and manner in which it and its employees, agents, and servants perform the Legal Services. Special Counsel does not have the power or authority to, and agrees that it will not attempt to, bind the City in any promise, agreement, or representation other than as specifically provided for in this Agreement. Special Counsel agrees to and shall procure and maintain insurance during the term of this Agreement and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

a. Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$300,000.00 per person and \$500,00.00 per occurrence and \$200,00.00 property damages; and

b. Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

c. Professional liability insurance for "errors and omissions" covering as insured the City and Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Agreement and is of the essence of the Agreement. This Agreement does not limit the types of insurance Special Counsel may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Special Counsel shall not be interpreted as limiting the liability or obligations under the Agreement. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the

coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Special Counsel and other employed or utilized sub-Contractors in the performance of the services.

14. Non-discrimination. Special 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.

15. Professional Standards. Special 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 will be performed by skilled and competent personnel to the highest professional standards and qualified to perform the specialized Legal Services required under this Agreement.

16. Assignment/Subcontracting. In the event of a corporate acquisition and/or merger, Special Counsel must provide written notice to the City within thirty (30) calendar days of Special Counsel's notice of such action or upon the occurrence of said action, whichever occurs first. Special Counsel is retained expressly because of Special Counsel's unique skills, ability and experience and, therefore, it is understood that no substitution or assignment may be made unless the City expressly approves such substitution or assignment in writing. Special Counsel is expressly prohibited from subcontracting any legal services

required hereunder unless such subcontracting is consented to in writing by the City, whose consent will not be unreasonably withheld.

17. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for a new fiscal period, the City will notify Special Counsel of such occurrence and the Agreement will terminate on the last day of the current fiscal period without penalty or expense to the City.

18. All notices required in this Agreement must be sent by fax or mail to:

Mayor Stephen M. Witt
205 N. Marion Ave.
Lake City, FL 32055

With a copy to:

City Attorney's Office
Attn.: Frederick L. Koberlein, Jr., City Attorney
855 SW Baya DR
Lake City, Florida 32025

If sent to Special Counsel, the notice will be mailed to:
Marks Gray, P.A.
Attn: Edward Booth, Esquire.
1200 Riverplace Boulevard Suite 800
Jacksonville Florida 32207

19. Severability. The terms and conditions of the Agreement are deemed to be severable. Consequently, if any clause, term, or condition hereof is held to be illegal or void, such determination will not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement will continue in full force and effect, unless the particular clause,

term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

20. Governing Law. The laws of the State of Florida govern this Agreement.

21. Entire Agreement. The foregoing terms and conditions and the document titled "*Marks Gray, P.A. Engagement Terms & Billing Policies*", a copy of which is attached hereto, constitute the entire Agreement between the Parties hereto and any representation not contained herein is 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. Should any of the provisions found herein conflict with the attached document then the provisions of this Agreement shall control.

22. E-Verify. As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Special Counsel shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Special Counsel shall require each of its subcontractors to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Special Counsel shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Special Counsel, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Special Counsel otherwise complied, shall promptly notify Special Counsel and Special Counsel shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Special Counsel acknowledges that upon termination of this Contract by the City for a violation of this section by Special Counsel, Special Counsel may not be awarded a public contract for at least one (1) year. Special Counsel further acknowledges that Special Counsel is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

Remainder of this page intentionally left blank.

e. Special Counsel shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontract to include these clauses in any lower tier subcontracts. Special Counsel shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

MARKS GRAY, P.A.

By: _____
Edward Booth,
Partner

MARKS GRAY, P.A. ENGAGEMENT TERMS & BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, and billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures, as well as the scope and terms of our engagement. Each client is encouraged to discuss with us any questions they have about these policies and procedures with us at any time. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the Firm.

1. Scope of Engagement. By means of this Agreement, you are engaging the Firm to perform the following services: to draft and review contract documents and provide legal services for the purpose of evaluating lease renewals at the Lake City Gateway Airport and to advise on any aviation related legal matters that may arise. Subject to our mutual written agreement, you may also engage us to perform additional services in the future.

2. Fee and Hourly Rates. Unless a project fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client. Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls and e-mail letters (minimum .2 hour) and letters written on Firm stationery (minimum .4 hour), and on an actual basis for most other work.

The hourly rates applicable to your matter will be **\$325.00 per hour**. These hourly rates are reviewed annually to accommodate rising Firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

3. Fees for Other Services, Costs and Expenses. We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. It is our agreement that I will not charge for travel time or expenses to travel between my Jacksonville office and any required meetings or conferences in Lake City, Florida and/or Columbia County. Other required travel will be charged at the current IRS mileage rate. These charges include but are not limited to, mileage at the current IRS mileage rate, telephone, facsimile and document delivery charges, copying charges, computerized research, postage, support staff overtime, court filing fees and other court related expenditures. Our legal representation may also involve, with your prior consent, additional services provided by third party vendors, such as court reporter and transcription fees.

These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due. Please note that no separate charge is made for the Firm's secretarial or word processing services; those costs are included within the above hourly rates.

4. Monthly Statements and Payment Terms. Our practice is to send a monthly statement of our charges for legal services and in-house additional services rendered and for reimbursement of payments made on our client's behalf for outside additional services rendered through the end of the

prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Each monthly statement is fully due and payable upon receipt, but in no event later than thirty (30) days after its issuance date. We reserve the right to charge, at the rate of one per cent (1.0%) per month, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment.

We will make every effort to handle this matter in an efficient manner to minimize attorney fees and costs. We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if you should have any question about or object to our statement, our services, or our charges, we encourage you to raise it for discussion.

5. Changes in Fee Arrangements and Budgets. It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the Firm may require a further advance payment to the Firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

6. Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. This Agreement is subject to termination by either party upon reasonable notice for any reason. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the Firm.

7. Duties Upon Termination of Active Representation. Upon termination of our active involvement in a particular matter, we will have no duty to inform you of further developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been engaged.

8. Future Matters. Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement, except that our obligation to represent you shall consist of an obligation to furnish appropriate representation in such future matters with reasonable diligence as applicable to the matter in question.

9. Conflicts. From time to time, you may have business or legal dealings with one or more of our other existing or future clients. This will confirm your agreement that our engagement by you on this matter will not preclude us from representing clients who may be interacting with you on unrelated matters. We will not, of course, accept any directly adverse engagement that is substantially related to the subject matter of this engagement or which would impair the confidentiality of proprietary, sensitive or otherwise confidential communications made to us.

10. File Retention. As a general rule, we keep each client's files for ten years after we close that file. After ten years we destroy those files, unless the client advises us otherwise. If you want us to keep your files for a longer period of time, or return them to you, please so inform us.

11. Disclaimer of Guarantee. Nothing in this agreement and nothing in our statements to you is to be construed as a promise or guarantee about the outcome of any matter. We make no such promises or guarantees.

12. Attorney Fees. In the event of any dispute relating to this Agreement, the prevailing party shall be entitled to reasonable attorney fees, including but not limited to those incurred in connection with court proceedings at trial and appellate levels, including without limitation, bankruptcy and probate proceedings.

13. Client. The Firm's client for the purpose of representation will be Lake City, Florida, a municipal corporation under the laws of the State of Florida and the related entity known as the Lake City Gateway Airport. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any parent or subsidiary or their officers, directors, agents, managers or employees. Notwithstanding the foregoing, each person signing the retainer letter accompanying or incorporating this Agreement agrees to be personally liable and responsible for payment of all attorney fees and cost incurred under this Agreement.

14. Entire Agreement. This Agreement contains all terms of the agreement between us applicable to our representation of you, and may not be modified except by a written agreement signed by both of us.

MARKS GRAY, P.A.

/s/ Edward M. Booth, Jr.
EDWARD MORTON BOOTH, JR.
Florida Bar No. 338699
1200 Riverplace Blvd., Suite 800
Jacksonville, FL 32207
Phone: (904) 398-0900
Primary Address for E-Service:
ebooth@marksgray.com