

## LEGAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into effective as of this 18 day of March, 2020, by and between the **State Board of Administration of Florida**, hereinafter referred to as "SBA" and the law firm of **Sniffen & Spellman, P.A.**, hereinafter referred to as the "Firm," whose address is 123 North Monroe Street, Tallahassee, Florida 32301.

### WITNESSETH:

WHEREAS, SBA desires to engage the services of the Firm to provide legal representation in employment, labor and related matters and to render legal opinions and advice, all as requested; and

WHEREAS, the Firm wishes to assist SBA with said matters.

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

1. SBA agrees to engage the services of the Firm, with Robert J. Sniffen of the Firm assuming primary responsibility for management of the legal matters assigned by SBA though it's Office of General Counsel.
2. To provide services according to the terms and conditions set forth in this Agreement.
3. To retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Agreement for a period of six (6) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings. The Firm shall return all records and documents under this paragraph to the SBA after the six (6) year period, or after the resolution of any related audit if unsolved at the end of six (6) years, if requested by the SBA.
4. SBA agrees to pay the Firm for services rendered at discounted hourly rates as follows: \$200 for partners and of counsel attorneys, \$175 for associates and \$80 per hour for paralegals and law clerks and billed in 5 minute increments.
5. SBA will also reimburse the Firm for its actual expenses incurred on behalf of SBA, including but not limited to. court reporter bills, postage, duplication or photocopying, travel expenses in accordance with Section 112.061, Florida Statutes, delivery charges, and subpoena costs.
6. SBA will pay Firm in accordance with the terms and conditions herein not to exceed \$35,000 per year for the term of this Agreement without the prior approval of SBA.

7. The Firm agrees to submit invoices within thirty (30) days of service provision, each statement for fees and SBA costs shall be in a format that includes, at a minimum, the following information:

- i. Case name and number, if applicable, or other legal matter reference;
- ii. Invoice number for the particular bill;
- iii. The Firm taxpayer identification number;
- iv. Inclusive dates of the month covered by the invoice;
- v. Itemization of the date; hours billed; a concise, meaningful description of the services rendered, with sufficient detail to enable SBA to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the Firm performed work; their hourly rate as specified in herein;
- vi. A listing of all invoiced costs to be accompanied by copies of actual receipts;
- vii. The total of the current bill. Prior balances or payment history should be shown separately; and
- viii. Any other information as may be requested by the SBA's Contract Manager.

The Firm shall direct all invoices to Maureen M. Hazen and will send the invoices via electronic mail.

8. The parties agree that the Firm is an independent contractor and that its employees are not employees of SBA.

9. It shall be the obligation of the Firm to notify the Office of General Counsel of SBA of any and all potential conflicts of interest as soon as the potential for such conflict is apparent. It shall be within the sole discretion of the SBA Office of General Counsel to determine whether the Firm must act to eliminate the possible and potential conflict of interest.

10. The Firm agrees that all documents prepared pursuant to the Agreement are subject to Florida's Public Records Law. Refusal of the Firm to allow public access to such records, to the extent required by such law, shall constitute grounds for unilateral cancellation of the Agreement. The Firm shall immediately notify SBA in the event it receives a public records request for SBA records.

11. This Agreement shall be effective on the day first written above and shall continue until termination by either party upon written notice to the other, and said

termination shall be effective upon receipt of said notice. Either party may terminate this Agreement at any time with or without cause. If so terminated, the SBA shall be responsible for those services actually rendered and those costs actually incurred prior to termination. Upon termination, the Firm shall provide SBA with files as required by the Rules Regulating the Florida Bar and Chapter 119, Florida Statutes. SBA may engage the Firm to represent SBA in litigation matters, in which case the Firm pledges to work with the Department of Financial Services, Division of Risk Management ("Risk Management"). For all such litigation matters, the Firm shall bill Risk Management at the rates established by Risk Management, and SBA shall pay the difference under the above stated hourly rates. For example, if Risk Management pays \$85 per hour for services provided by Firm partners, SBA will pay \$115 per hour for such services. The Firm shall bill Risk Management and SBA separately for such litigation matters.

12. Any written notice required to be provided under the terms of this Agreement by or to either party shall be provided by mail or hand delivery at the following addresses or at such other address as the parties may subsequently designate in writing to the specified contract managers:

State Board of Administration  
1801 Hermitage Blvd, Ste. 100  
Tallahassee, FL 32308  
Attn: General Counsel  
[Maureen.Hazen@sbafla.com](mailto:Maureen.Hazen@sbafla.com)  
cc: [Tina.Joanas@sbafla.com](mailto:Tina.Joanas@sbafla.com)

Robert J. Sniffen, Managing Partner  
Sniffen & Spellman, P.A.  
123 North Monroe Street  
Tallahassee, FL 32301

13. Unless otherwise consented to by the SBA, Rob Sniffen shall be the attorney with the Firm that personally represents the SBA in connection with any litigation, or other adversarial proceedings, and reviews and executes all substantive pleadings, motions, briefs, legal memoranda and other documents filed with a court or other tribunal.

14. Right to Audit.

i. During the term of the Agreement and for a period of ten (10) years after the expiration or termination of the Agreement, the SBA shall have the right to have any person or entity designated by the SBA, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to the Agreement and/or the subject matter of the Agreement (the "Records"). In the event such right is exercised and upon no less than ten (10) business days' prior written notice by the SBA, the Firm agrees to permit reasonable access to its premises and the Records during Firm's normal business hours.

The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of the Agreement and for a period of ten (10) years after the expiration or termination of the Agreement (or for any longer period of time that may be required by any applicable law relating to the retention of Records), the Firm shall maintain and retain the Records, at its sole expense. In the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the ten (10)-year access and/or retention periods described herein, then this Section 16 shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA's or the SBA designee's reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section 14 may include, without limitation, the Firm's compliance with the terms of the Agreement, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA's funds.

ii. The Firm shall use best efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with any inspection, review and/or audit under this Section 14 including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. The Firm shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to the Firm by the SBA and/or its designees, and the Firm shall provide a copy of all such responses to the SBA. The Firm acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.

iii. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section 14. However, in the event, the SBA and/or its designees conclude that the Firm overcharged the SBA or that the Firm engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then the Firm shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA's request for reimbursement thereof. The Firm's reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of the Firm's additional reimbursement obligation hereunder.

15. Public Records. The Firm acknowledges that SBA Data will constitute "public records" which will be subject to public access and disclosure under Chapter 119, Florida Statutes, as amended from time to time ("Chapter 119, Florida Statutes") unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, the Firm shall comply with Chapter 119, Florida Statutes. In particular, the Firm shall:

i. Keep and maintain public records required by the SBA in order to perform the services under the Agreement;

ii. Upon request from the SBA's custodian of public records, provide the SBA 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 Chapter 119, Florida Statutes or as otherwise provided by Florida 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 term of the Agreement and following completion of the Agreement if the Firm does not transfer the records to the SBA; and

iv. Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in the Firm's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If the Firm transfers all public records to the SBA upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm shall meet all applicable requirements for retaining public records. The Firm shall provide all records that are stored electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SBA'S CUSTODIAN OF PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION OF FLORIDA  
POST OFFICE BOX 13300  
TALLAHASSEE, FLORIDA 32317-3300  
sbacontracts@sbafla.com, (850) 488-4406**

16. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. The Firm hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.

17. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representations not contained herein shall be null and void and shall have no force or effect. This Agreement may only be amended in writing upon actual consent of the parties hereto.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have hereunto set their hands and seals on the date set forth above.

**STATE BOARD OF ADMINISTRATION SNIFFEN & SPELLMAN, P.A.  
OF FLORIDA**

By: \_\_\_\_\_

Ashbel C. Williams  
Executive Director and CIO

By: \_\_\_\_\_

Robert J. Sniffen  
Managing Partner

Date: March 18, 2020

Date: 3-16-2020

Approved as to Legality:

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Elizabeth R. Stevens  
Assistant General Counsel