

AGREEMENT FOR LEGAL SERVICES

**STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL
AND
FORT WALTON BEACH POLICE DEPARTMENT**

This Agreement is entered into between the Florida Department of Legal Affairs, Office of the Attorney General (the OAG) and the Fort Walton Beach Police Department (“the Agency”), and jointly referred to as “the parties.”

WHEREAS, the Agency requires professional and specialized legal services in the matter described in this Agreement.

WHEREAS, the OAG is qualified and has agreed to perform such professional and specialized legal services.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES

The Agency engages the OAG to perform the services described in this Agreement and in Appendix A hereto. The OAG will provide legal services to the Agency, the Petitioner and seizing agency in all stages of the following civil forfeiture action (the Forfeiture), including appeals:

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

IN RE FORFEITURE OF:

2016 BLUE DODGE RAM 1500, VIN #1C6RR6LT1GS159198

2004 MAROON KAWASAKI VULCAN 1600, VIN #JKBVNKA154A010099

DEFENDANT(s): WILLIAM JENSON OONK JR.

(hereinafter “the Forfeiture Action”).

The OAG will advise and consult with the Agency of any proposed settlement prior to entering into the settlement.

ARTICLE 2. TIME OF PERFORMANCE

This Agreement will begin on May 14, 2024, or the date it is fully executed by the parties, whichever is later and end upon resolution of the Forfeiture, whether by settlement, dismissal, rendering of a jury verdict, or upon final judgment, including any appeal, unless otherwise terminated pursuant to the terms of the Agreement.

ARTICLE 3. COMPENSATION

- A. Payment: The OAG will be compensated for its services in accordance with the provisions of Appendix B of this Agreement. Payments will be made in accordance with section 215.422, Florida Statutes.
- B. Invoices: Monthly invoices must be prepared in accordance with section 287.058, Florida Statutes. Documentation for legal fees will specify the work performed during the hours invoiced. Documentation for litigation costs and expenses will be provided by a report generated utilizing FLAIR accounting transactions. The invoices must be submitted to the Agency contract administrator in sufficient detail for a proper pre-audit and post-audit review by the last day of the following month.
- C. Surety Bond: The Agency is responsible for remitting a \$1,500.00 surety bond to the Clerk of the Court pursuant to section 932.704(4), Florida Statutes.
- D. Attorney's Fees. In the event the OAG does not prevail, attorney fees are sought by Claimant or Claimant's counsel, and attorney's fees are awarded by the Court, the OAG will be solely responsible for payment of attorney fees to Claimant's attorney.
- E. Travel Expenses: Justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this Agreement will be reimbursed in accordance with section 112.061, Florida Statutes.
- F. Non-Appropriation: In accordance with the provisions of section 287.0582, Florida Statutes, the Agency's performance and obligation to pay under this Agreement are contingent upon an annual appropriation of the Legislature.

ARTICLE 4. TERMINATION

Either Party may terminate this Agreement at any time, without cause and without recourse. The OAG will provide 30 business days' written notice to the Agency prior to termination. The Agency may terminate the Agreement with five business days' notice to the OAG prior to termination. These timeframes may be changed upon mutual agreement of the

parties. In the event this Agreement is terminated, the OAG will be reimbursed for services satisfactorily performed through the effective date of termination. Upon termination the OAG will take such steps as are reasonably practicable to protect the Agency's interest in the Forfeiture action and the Agency will take all steps necessary to complete the OAG's withdrawal, including the execution of any documents, such as motions for substitution of counsel.

Following termination of the Agreement, any confidential or exempt information the Agency has provided to and in the possession of the OAG, will be kept confidential in accordance with applicable Florida Statutes.

ARTICLE 5. PUBLIC RECORDS LAW

Pursuant to section 119.071, Florida Statutes, the OAG will keep and maintain public records required by the AGENCY to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the Agency. Upon the request of the Agency, the OAG must provide the Agency with a copy of the requested records or allow the records to be inspected, at no cost to the Agency, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The OAG must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the OAG does not transfer the records to the Agency.

Failure of the OAG to comply with the Agency's request for records constitutes grounds for unilateral cancellation of this Agreement by the Agency. Further, failure to provide the public records to the Agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Upon completion of this Agreement, the OAG will keep and maintain public records required by the Agency to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the Agency, at no cost, to the Agency all public records in possession of the OAG. If the OAG transfers all public records to the Agency upon completion of the Agreement, the OAG will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OAG keeps and maintains public records upon completion of the Agreement, the OAG will meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the Agency, upon request of its Custodian of Public

Records, at no cost to the Agency, in a format compatible with the information technology systems of the Agency.

IF THE OAG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OAG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE OAG SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE AGENCY AT CHANTILL HUNT, FORT WALTON BEACH POLICE DEPARTMENT RECORDS, 7 HOLLYWOOD BLVD NE, FORT WALTON BEACH, FL 32548, OR AT CHUNT@FWB.ORG.

ARTICLE 6. CONTROL AND MANAGEMENT OF THE MATTER

A. The Agency and the OAG will consult from time to time about all significant aspects of the Forfeiture. However, the Agency will have the final, sole, and unreviewable authority to control all significant aspects of the OAG's handling of the Forfeiture.

B. The OAG will consult with and obtain prior approval of the Agency on all policy and other major, substantive issues affecting the Forfeiture, including but not limited to the presentation, negotiation, and resolution of the Forfeiture, the content of any pleading or other court document, and the selection of experts and consultants.

C. The Agency will designate a member or members of its staff to monitor, review, and participate in the conduct of the Forfeiture. The Agency may directly participate in any aspect of the Forfeiture, at the discretion of the Agency. The Agency will have the right to substitute itself, or its designee, for the OAG on any aspect of the Forfeiture when the Agency, in its sole discretion, finds that such a substitution would best serve the interests of the state of Florida.

D. The OAG will perform the services described in this Agreement at such times and in such sequence as may be directed by the Agency and in compliance with any deadlines set by any court and by any applicable rules.

E. The OAG will hold status meetings with the Agency, at the Agency's request.

F. Upon the request of the Agency, the OAG will promptly report, either orally or in writing as requested, on the status of the Forfeiture, including, but not limited to, problems, strategy, analysis, and the like. The OAG will provide a comprehensive status report every three months, at a minimum. The OAG will disclose fully and accurately all facts and keep the Agency apprised of all developments in the Forfeiture.

G. The Agency will designate one or more staff members to act as a liaison with any state agencies that become substantially involved in the Forfeiture. To the extent feasible, the

OAG will work through such liaison in communicating with the involved agencies. Copies of all written communications between the OAG and any state agencies relating to the Forfeiture will be provided to the Agency.

ARTICLE 7. SOVEREIGN IMMUNITY

Nothing in this Agreement will be construed in any way to waive the sovereign immunity of the parties under section 768.28, Florida Statutes.

ARTICLE 8. ADMINISTRATION OF AGREEMENT

A. The OAG's Agreement Administrator is:

John Bajger, Associate Deputy
Civil Litigation Division
Office of the Attorney General
PL-01, The Capitol
Tallahassee, FL 32399

B. The Agency's Agreement Administrator is:

Robert Bage, Chief of Police
Fort Walton Beach Police Department
7 Hollywood Blvd NE
Fort Walton Beach, FL 32548

C. All written and oral approvals, referenced in this Agreement must be obtained from the parties' Agreement Administrators or their designees.

D. All notices required in this Agreement must be given to the parties' Agreement Administrators. Changes to the Agreement Administrator do not require formal amendment to this Agreement but should be made in writing to the other parties' Agreement Administrator.

ARTICLE 9. MISCELLANEOUS PROVISIONS

A. Entirety of Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. No deviation from the terms herein will be predicated upon any prior representations or agreements, whether oral or written.

- B. Execution of the Agreement: This Agreement may be executed in multiple counterparts. A facsimile, telecopy or other reproduction of this Agreement may be executed by the Agency (counterparts or otherwise) and such facsimile or telecopy will be deemed an original and considered valid and binding for all purposes when fully executed by the Agency.
- C. Assignment: Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party.
- D. Severability: In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
- E. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, by and through their duly authorized officers, the day, month, and year given below.

Florida Office of the Attorney General:

Fort Walton Beach Police Department

John M. Guard

Robert Bage

John Guard, Chief Assistant Attorney General

Robert Bage, Chief of Police

Date: 5/22/2024

Date: 5/23/2024

Agency FLAIR or FEID #: 59-000323

APPENDIX A TO THE AGREEMENT FOR LEGAL SERVICES
DESCRIPTION OF SERVICES

1. The OAG will provide legal services to the Agency, Petitioner in the pending action “In Re Forfeiture of: 2016 Blue Dodge Ram 1500, VIN #1C6RR6LT1GS159198, 2004 Maroon Kawasaki Vulcan 1600, VIN #JKBVNKA154A010099, DEFENDANT(s): William Jenson Oonk Jr.

2. The services will consist of the following and such other services as may be assigned by the Agency, subject to Article 3 of the Agreement:

(A) Providing counsel, representation, claim preparation, litigation, trial, and appellate services to carry out the Forfeiture as necessary.

(B) Investigation, research, document review, and data analysis necessary to carry out the Forfeiture.

(C) Preparing and providing to the Agency all documents and instruments that the Agency deems necessary or appropriate to carry out the Forfeiture, and in such form as the Agency deems necessary or appropriate, including but not limited to electronic, magnetic, or paper.

(D) Hiring any and all consultants and experts necessary to carry out the Forfeiture.

(E) Being available upon the reasonable request of the Agency to consult with any group or person designated by the Agency regarding the Forfeiture.

(F) Taking any and all legal action necessary to collect any recovery resulting from judgment entered in, or settlement of, the Forfeiture.

(G) All other legal services necessary to successfully carry out the Forfeiture.

**APPENDIX B TO THE AGREEMENT FOR LEGAL SERVICES
FEES AND EXPENSES**

1. The Agency will pay the OAG a blended rate of \$400.00 per hour for attorney time and \$200.00 per hour for paralegal or law clerk time, provided, however, the OAG will be entitled to a higher rate as is determined reasonable by the court in its fee award if anyone other than the Agency is required or ordered to pay attorneys' fees for the work performed by the OAG on behalf of the Agency. Total payment for fees will be limited to no more than 20 percent of the net value of the seized property as defined in paragraph 2 below.
2. The seized property is defined as property in the Agency's possession, including any property later seized by the Agency through Complaint, Judgment, or Settlement Agreement.
3. The OAG will advance all costs and expenses, including but not limited to travel expenses, deposition, hearing, and trial transcripts, expert witness and consultant fees and expenses, copying charges, etc. necessary to fulfill the terms of this Agreement. The Agency will reimburse the OAG its reasonable costs and expenses as part of the monthly invoicing process pursuant to Article 3 of this Agreement. The Agency will also pay the OAG a five percent administrative indirect charge on all costs and expenses. Costs and expenses are not included in the 20 percent cap on payments described in paragraph 1 above.