

October 24, 2023

Michele Lieberman
County Manager, Alachua County
Via E-mail

Re: Engagement Letter Agreement

Dear Ms. Lieberman:

Thank you for selecting Foley & Lardner LLP (the "Firm") to represent Alachua County (the "Client") in connection with federal government advocacy (the "Matter"). The purpose of this Engagement Letter and the enclosed Standard Engagement Terms (collectively, the "Agreement") is to ensure that we have a clear understanding of our working relationship going forward. Should the Client retain the Firm for subsequent matters, this Agreement will apply, and the terms and conditions of the Firm's engagement will remain the same unless otherwise communicated.

Required Lobbying Disclosures. The Firm may be required to file as a lobbying registrant on behalf of the Client and to file certain lobbying disclosures in connection with our work on the Matter. In order to provide accurate information in those disclosures, the Client agrees to provide the information requested in the attached Lobbying Disclosure Questionnaire. The Client agrees to notify the Firm within 14 days if any information changes in the future.

Staffing & Fees. I will have primary responsibility for the Matter and will utilize other Firm personnel, including public affairs professionals, attorneys and paraprofessionals when it is appropriate and cost effective.

The term of this engagement shall begin on November 15, 2023. Throughout the engagement, the Client agrees to pay a flat fee of \$7,500 per month (the "Flat Fee"). The engagement may be terminated by either party with 30 days written notice.

Conflicts of Interest. Based on the information provided, the Firm has determined that there are currently no conflicts of interest that prevent the Firm from working on the Matter.

Standard Engagement Terms. By engaging the Firm, the Client agrees to the attached Standard Engagement Terms, and acknowledges that they are fully incorporated into the Agreement by reference. The Standard Engagement Terms contain several important provisions, including additional billing terms, an agreement to resolve disputes through arbitration, and an advance waiver of conflicts.

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ORLANDO

SACRAMENTO
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SAN FRANCISCO
SILICON VALLEY

TALLAHASSEE
TAMPA
WASHINGTON, D.C.
BRUSSELS
TOKYO



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* * *

Please confirm the Client's acceptance of this Agreement by returning a counter-signed copy to me by email or mail, or confirming your agreement by reply email. If you do not return a signed copy, but after receiving this Agreement request that the Firm perform work on the Client's behalf, the Client will be deemed to have accepted this Agreement.

Please do not hesitate to contact me if you have any questions. We look forward to working with you on the Matter.

Sincerely,

FOLEY & LARDNER LLP

Kathryn K. Schoettler
Director, Public Affairs

AGREED AND ACCEPTED:

ALACHUA COUNTY, FL

BY: _____
(Authorized Signature)

(Name)

(Title)

(Date)

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STANDARD ENGAGEMENT TERMS

Agreement. These Standard Engagement Terms are incorporated into the Agreement between the Firm and the Client. The Agreement, which includes these Standard Engagement Terms, will apply to all Client matters handled by the Firm unless otherwise communicated, and will control over any outside counsel or billing guidelines unless agreed to in writing by the Firm.

Fees & Billing. Unless otherwise agreed to in writing, the Firm's fees and costs are not contingent upon the outcome of the matters the Firm handles for the Client. Any fees and costs the Firm might have discussed previously are estimates only and the Firm cannot guarantee what fees or expenses will be necessary to resolve or to complete the matters handled by the Firm. The Firm's rates will increase annually.

The Firm will bill for costs and support services, delivery service, travel, word processing, and court and filing costs. Certain support services that involve equipment or staffing or that require payments to third parties may include additional charges that reflect the Firm's internal costs. The Client is responsible for third party costs, such as costs for consultants, appraisers, court reporters, technical support, foreign attorneys, or other parties that render services during the Firm's representation of the Client. The Firm may make arrangements to have the Client billed directly by these third parties, and the Client will pay such invoices directly to the third parties. If arrangements have not been made, the Firm may pay these third-party invoices on the Client's behalf subject to reimbursement from the Client, and may require that the Client first pay the Firm for such costs. Please note that if the Client requests the Firm to conduct electronic processing, we will charge a fee. Foley's fees associated with data processing and hosting are designed to provide lower overall cost than third party vendors for the Firm's clients and recover the Firm's cost associated with processing, hosting and managing the data, however, in some cases the Firm may make a profit for these services.

In the regular course, the Firm's invoices will be issued and sent to the Client on a monthly basis, and each month's invoice will reflect the services rendered and expenses incurred during the previous month. Payment is due promptly upon receipt. The Firm will assess a late

charge of 1% per month on any outstanding balance older than 60 days. Subject to the rules of professional responsibility, the Firm may cease performing services for the Client until satisfactory arrangements have been made for payments of amounts outstanding in excess of 60 days and the payment of future amounts.

Advance Waiver of Conflicts. The Client agrees that the Firm is permitted to represent other clients in matters directly adverse to the Client, including in the following categories of matters, as long as such matters are *not substantially related* to the legal services the Firm provides to the Client:

- (i) Counseling, advice, or negotiations regarding transactions, contracts, agreements, rights, or obligations, or preparation of documents;
- (ii) Arbitration, litigation, or other contested proceedings;
- (iii) Advocacy before federal, state, or local governments, or non-judicial governmental entities;
- (iv) Bankruptcy or insolvency proceedings in which the Client may have an interest; or
- (v) Evaluation of intellectual property rights, such as claim scope analysis, infringement analysis, invalidity analysis, or analysis with respect to any other statutory or non-statutory requirement, participation in connection with contested and uncontested intellectual property proceedings before the U.S. Patent and Trademark Office, or prosecution of non-interfering intellectual property rights in a related technology.

The Client also agrees that the Firm may represent adverse parties involved in matters that the Firm handles for the Client, as long as the Firm's representation of those parties is *not substantially related* to the work that the Firm performs for the Client.

Affiliates. Unless specifically requested by the Client and agreed to by the Firm, the Firm's representation does not extend to the Client's parent company, affiliates, subsidiaries, employees, directors, or other constituents ("Affiliates"). Accordingly, the Firm may represent other clients in matters directly adverse to those Affiliates. If the Firm agrees to represent an Affiliate, the Client agrees

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that the Affiliate is bound by the Agreement, which includes these Standard Engagement Terms.

Limitations of Liability. Foley & Lardner LLP is a limited liability partnership under the laws of Wisconsin. This means the Client's right to recover damages in a legal malpractice action that may exceed the Firm's insurance and Firm assets is limited to the personal assets of the attorneys whose acts or omissions gave rise to the Client's claim. Nothing contained in this Agreement shall constitute a waiver by the Client of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statute.

Arbitration. If a dispute arises between the Firm and the Client related in any way to the interpretation, application, or enforcement of this Agreement, any acts or omissions related to or arising from services provided in connection with this Agreement, or the issue of arbitrability of the dispute, the Client and the Firm agree that the dispute will be resolved solely through confidential binding arbitration.

The Federal Arbitration Act ("FAA") shall govern the interpretation and enforcement of the arbitration, and, to the extent not inconsistent with the FAA, the arbitrator(s) shall apply the law of the District of Columbia to any claims or defenses thereto. The arbitration shall be held in Washington, DC. JAMS will serve as the arbitration administrator, and the arbitration shall proceed pursuant to the JAMS Comprehensive Arbitration Rules and Procedures (the "Rules") as they exist on the effective date of this Agreement, except to the extent provided for herein or otherwise agreed to in writing. In the event of a conflict between the terms set forth herein and the Rules, these terms shall govern.

If the amount in dispute is less than \$1 million, the dispute will be resolved by one neutral arbitrator who is a former judge and affiliated with JAMS. The parties will mutually select the arbitrator, but if they are unable to agree, the arbitrator will be selected pursuant to the procedures set forth in the Rules. If the amount in dispute is \$1 million or more, the dispute will be resolved by a panel of three (3) neutral arbitrators, with the chairperson being a former judge and affiliated with JAMS. The parties will mutually select the panel, but if the parties are unable to agree on a panel, the arbitrators will be selected pursuant to the procedures set forth in the Rules.

Notwithstanding any limitations in the Rules to the contrary, the parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure ("FRCP"), including but not limited to (and to the extent in accordance with the FRCP) depositions and written discovery of the parties and third parties, and shall be permitted to file partially or fully-dispositive motions prior to a full arbitration hearing, on which the arbitrator or panel of arbitrators shall issue a ruling prior to said hearing. The parties agree that the arbitrator(s) can render any such dispositive rulings, should the arbitrator(s) deem appropriate, without a hearing. No demand for arbitration may be sustained after the date on which the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statutes of limitation or statute of repose if the dispute was filed in court. The arbitrator(s) are authorized to dismiss the arbitration at any stage based on a determination that the claim is time barred or for any other legally or factually supported reason. Each party is limited to pursuing its own individual claims and shall not pursue class or collective action.

If the net amount of the final arbitration award is \$1million or more, inclusive of interest, any party shall have the right to appeal the award pursuant to the JAMS Optional Arbitration Appeal Procedure, as it exists on the date of this Agreement. Notwithstanding any Appeal Procedure to the contrary, the three neutral members of the Appeal Panel shall consist of: (a) a chairperson having served at least five years as a judge or justice on federal or state appellate courts, (b) one member having served at least five years as a judge or justice on a federal or state trial or appellate court or as a federal magistrate judge; and (c) one member with 10 or more years of recent private appellate practice.

The costs of arbitration, including the arbitrator(s)' fees and administrative expenses, shall be paid as follows: fifty percent (50%) by the claimant(s) and fifty percent (50%) by the respondent(s), such that no side shall bear more than half the costs of the arbitration. If the respondent(s) also assert a claim or counterclaim against the claimant(s), the respondent(s) asserting that claim or counterclaim shall be deemed to be the respondent(s) for purposes of the division of the costs. Each party will bear that party's own attorneys' fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the

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arbitration, regardless of any rule to the contrary. The arbitration proceedings, including but not limited to partial and final awards, shall be maintained by the arbitrator(s), parties, and witnesses as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate, or enforce the award(s) and for disclosure in confidence to the parties' respective attorneys, tax advisors, insurers, and senior management. Any action or proceeding preliminary or ancillary to an arbitration, including to confirm, vacate, or enforce the award(s), shall be brought in the state trial court (subject to removal) or the federal district court serving Washington, DC.

For New York Clients: The Client also waives its rights under Part 137 of the Rules of the Chief Administrator of the Courts of New York to mediate and/or arbitrate any fee dispute if the fee is between \$1,000 and \$50,000 and to commence an action for review in a court of competent jurisdiction if you are aggrieved by the award.

Before you sign this agreement, you should consider consulting with another lawyer about the advisability of making an agreement with a mandatory arbitration requirement. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitration as the way to resolve disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

If any portion of this arbitration provision is held to be illegal or otherwise unenforceable, the remainder of this arbitration provision will still apply.

Termination of Representation. Either the Firm or the Client may terminate this Agreement at any time for any reason by written notice, subject to the applicable Rules of Professional Conduct. Unless previously terminated, the Firm's representation of the Client shall conclude when the Firm sends its final invoice, or when more than six months have elapsed from the last time the Firm furnished legal services to the Client. After the Firm's services are complete, there might be developments or changes in laws that might affect the Client's future rights and liabilities, but the Firm does not have an obligation to continue to advise the Client about such subsequent

factual or legal developments unless the Client specifically engages the Firm to do so.

Data Management & Disposition of Records.

Pursuant to the Firm's document retention policy and Rules of Professional Conduct, the Firm may retain the files pertaining to the matters handled by the Firm for a minimum of 10 years following the conclusion of any such matter. After that time, the Firm reserves the right to dispose of file materials without further notice, other than certain original trust and estate planning documents. Upon the Client's reasonable request, the Firm will provide such portions of these file materials as required by the applicable Rules of Professional Conduct or other legal requirements. Unless applicable law requires an earlier return, the Firm may retain such file material pending receipt of payment of any outstanding fees or costs. The Firm reserves the right to retain a copy of the Client's files.

In addition to our information governance policies, the Firm manages your information in accordance with its data protection policies, which are fully incorporated into the Agreement and located at foley.com/client-privacy.

Communication. The Client will keep the Firm informed of developments that may affect the Firm's representation of the Client as soon as the Client becomes aware, and will be available when the Firm needs to consult with the Client. The Firm might express opinions or beliefs concerning the Firm's services and the results that might be anticipated based upon information known to the Firm at the time, but any such statement is an expression of opinion only and is not a promise or guarantee of results. The Client agrees that the Firm may communicate with the Client by email on an unencrypted basis.

Project Records:

The Firm, when acting on behalf of the Client in accordance with §119.0701, Florida Statutes, shall comply with all applicable federal and State of Florida records law and shall:

Keep and maintain public records required by the Client to perform the services under this Agreement.

Upon request from the Client's custodian of public records, provide the Client with a copy of the requested

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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 law.

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 the Firm does not transfer the records to the Client.

Upon completion of the contract, transfer, at no cost, to the Client all public records in possession of the Firm or keep and maintain public records required by the Client to perform the service.

If the Firm transfers all public records to the Client 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. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

Notwithstanding the above, the Firm entering into this Agreement with the Client does not, in and of itself, render the Firm a "contractor" subject to the Florida Public Records Act and that any such designation depends on the nature and scope of services the Firm provides. Florida Attorney General Opinion 2014-6. The Firm does not believe that the services it will be providing the Client under this engagement would result in the Firm "acting on behalf of the" the Client such that it would be considered a "contractor" under the Florida Public Records Act. Within a reasonable time after the Firm's receipt of a request under the Florida Public Records Act for documents in the Firm's possession that the Client believes may be responsive to the request, the Firm either will provide the documents or provide the Client a written explanation of why the Firm believes the documents in its possession are not subject to disclosure under the Florida Public Records Act.

Information Distribution. The Client agrees that the Firm may send information about the Firm or legal matters of interest by email or other means. The Client also agrees that the Firm may list the Client on publicly disclosed lists and other materials as a client that the Firm represents.

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