

**AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BETWEEN  
ALACHUA COUNTY AND PATRICE BOYES, P.A.**

THIS AGREEMENT entered into when executed by both Parties this 12<sup>th</sup> day of July, 2019 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "COUNTY"), and Patrice Boyes, P.A. (hereinafter referred to as the "ATTORNEY").

**WITNESSETH:**

WHEREAS, Section 21.42, Alachua County Code, permits the County Attorney to appoint special attorneys to represent the COUNTY in certain limited capacities, subject to the approval of the Board of County Commissioners; and

WHEREAS, the County Attorney has determined that the services of a special attorney are necessary for purposes of advising the Wild Spaces Public Places Citizen Oversight Committee on matters related to its review of Wild Spaces Public Places expenditures by the County and the nine municipalities; and

WHEREAS, it is in the best interest of the COUNTY to retain particularly qualified attorneys who can provide such services; and

WHEREAS, on June 11, 2019, the Board of County Commissioners approved the appointment and hire of the ATTORNEY to represent the COUNTY by providing legal advice and counsel to the Wild Spaces Public Places Citizen Oversight Committee regarding its review of Wild Spaces Public Places surtax expenditures; and

WHEREAS, the COUNTY desires to retain the ATTORNEY to provide those services at the approved rate of \$250.00 an hour.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the COUNTY and the ATTORNEY do mutually agree as follows:

1. The COUNTY hereby engages the ATTORNEY as one of its independent special attorneys to assist the County in matters related to the Wild Spaces Public Places Citizen Oversight Committee (hereinafter "WSPP Committee" or "the Committee"). Such services include, but are not limited to, attending WSPP Committee meetings and advising the WSPP Committee regarding legal expenditures of the Wild Spaces Public Places surtax. These services shall be performed as the COUNTY may from time to time request through its County Attorney

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or the County Attorney's designee. The ATTORNEY shall work under the direction of and report directly to the County Attorney.

2. The ATTORNEY accepts such appointment and agrees to perform, in a professional manner, all legal services necessary and proper for the protection of the COUNTY'S interests and to the extent reasonably required by the COUNTY. The ATTORNEY shall not sublet, assign or transfer any work under this Agreement without prior approval of the County Attorney or the County Attorney's designee.

3. This Agreement shall commence on the date this instrument is fully executed and shall end at written termination by either party.

4. The ATTORNEY shall adhere to all state and local laws, administrative orders and rules, including Rules regulating the Florida Bar and applicable County ordinances and policies. In that regard, the COUNTY acknowledges that ATTORNEY operates a private legal practice and at times may represent private clients before, or adverse to, the COUNTY. In these occurrences, the ATTORNEY understands that she is unable to represent both the COUNTY and her private client in the same specific matter. ATTORNEY will notify the County Attorney of potential conflicts as soon as is practicable and the County Manager or County Attorney will present the issue to the Alachua County Board of County Commissioners for their informed consent waiving any potential conflicts, pursuant to Florida Bar Rule 4-1.7.

5. The compensation paid to the ATTORNEY pursuant to this Agreement shall not exceed \$250.00 an hour, with a maximum of ten billable hours per month. At the request of the ATTORNEY, the maximum number of billable hours may be extended, in writing, by the County Attorney or designee. The COUNTY shall not be charged for attorney or non-attorney time preparing, discussing or collecting bills for services rendered under this Agreement.

6. The COUNTY shall compensate the ATTORNEY for professional legal services performed pursuant to this Agreement according to the following hourly fee schedule.

Patrice Boyes, Esq.

\$ 250.00

Other attorneys in the employment of the ATTORNEY may be compensated for professional legal services at the same rate as the ATTORNEY if the ATTORNEY obtains prior approval of the County Attorney or the County Attorney's designee.

7. Unless approved by the County Attorney or the County Attorney's designee in advance, only one attorney in the employment of the ATTORNEY shall attend meetings, depositions and mediations related to the ATTORNEY's services that are the subject of this Agreement.

8. Unless approved by the County Attorney or the County Attorney's designee in advance, the COUNTY will engage all experts needed in this matter in consultation with the ATTORNEY.

9. This Agreement is subject to funding availability. In the event sufficient County funds to fund this Agreement become reduced or unavailable, the COUNTY may terminate this Agreement, without penalty or expense to the COUNTY, upon no less than twenty-four hours' written notice to the ATTORNEY. The COUNTY shall be the final authority as to the availability of County funds and how available funds will be allocated.

10. Method of Payment. For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the ATTORNEY shall be paid in accordance with this section.

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(a) The ATTORNEY shall be paid for those services required by this Agreement, not to exceed the sum of **\$30,000.00**, annually, allocated in the following manner:

- (1) At the rate of \$250.00 per hour
- (2) Not totaling more than 10 hours of billable hours per month operating under the terms of this Agreement, unless the County Attorney has provided prior written authorization to exceed the 10 billable hour cap for a specific month. Any such authorization is limited solely to the one-month period in which the authorization is received.
- (3) No additional expenses will be paid or reimbursed under this Agreement.

(b) As a condition precedent for any payment and unless otherwise agreed to in writing by the County, the ATTORNEY shall submit a monthly invoice to the County requesting payment for services properly rendered and expenses due. Billing for the ATTORNEY'S services shall be in an auditable format, with the date the task was performed, number of hours spent and a description of the task(s) performed, with specificity. Each invoice shall constitute the ATTORNEY's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, and that the amount requested is currently due and owing, there being no reason known to the ATTORNEY that payment of any portion thereof should be withheld. The ATTORNEY shall submit invoices to the County at the following address:

Alachua County Attorney's Office  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida, 32601

And to the County Attorney by email at the following email address:

[storres@alachuacounty.us](mailto:storres@alachuacounty.us)

(c) In the event that the County becomes credibly informed that any representations of the ATTORNEY relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the ATTORNEY until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

(d) After the County Attorney or the County Attorney's designee reviews the invoice(s) and finds it to be sufficient, the invoice(s) shall be submitted to the COUNTY for approval of payment. The County shall make payment to the ATTORNEY, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Patrice Boyes, P.A.  
5700 SW 34<sup>th</sup> Street  
Suite 1120  
Gainesville, FL 32608

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11. The ATTORNEY shall submit a final invoice for compensable services performed to the County Attorney or the County Attorney's designee within 3 months of the completion of work as to each matter.

12. Without limiting its liability under this Agreement, the ATTORNEY shall procure and maintain, during the life of this Agreement, professional liability insurance in a minimum amount of \$1 million per occurrence. The ATTORNEY shall immediately furnish the COUNTY with a certificate or written statement of the required insurance.

13. During the performance of this Agreement, the ATTORNEY herein assures the COUNTY that the ATTORNEY is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1992 in that the ATTORNEY does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ATTORNEY'S employees or applicants for employment. The ATTORNEY understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance. Other applicable federal, state and local laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto.

14. The ATTORNEY shall be bound by and shall follow the Florida Bar Rules of Professional Responsibility when addressing issues of confidentiality, conflict of interest and the attorney-client relationship with the COUNTY.

15. With the exception of communications to the WSPP Committee, WSPP Committee Chair, or the WSPP Committee County staff liaison, the ATTORNEY agrees to only communicate with the County Attorney, or the County Attorney's designee, or staff members designated by the County Attorney on matters related to the work covered by this Agreement, unless prior approval is obtained from the County Attorney or the County Attorney's designee.

16. In the event the County Attorney determines, after consultation with the ATTORNEY, that the ATTORNEY is not providing adequate services contemplated by this Agreement, the County Attorney shall have the right to do any or all of the following.

- (a) Immediately terminate this Agreement;
- (b) Notify the ATTORNEY that services are not adequate and give the ATTORNEY a specified time to correct at no additional cost to the COUNTY; and
- (c) Retain other attorneys or law firms to provide any and all such services, or any services the COUNTY shall deem necessary and the ATTORNEY agrees to cooperate with such additional attorneys or law firms as may be necessary to represent the interests of the COUNTY and effectuate the intent of this Agreement.

17. With 30 calendar days' notice, this Agreement may be terminated unilaterally by the COUNTY or the ATTORNEY for any reason or terminated immediately by mutual consent of the COUNTY and the ATTORNEY.

18. The ATTORNEY is an independent contractor and the ATTORNEY and its personnel and subcontractors shall not be considered employees of the COUNTY for any purpose.

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19. Project Records.

(a) General Provisions:

Any document submitted to the COUNTY may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Sec. 119.011(11), Fla. Stat. Any document is subject to inspection and copying unless exempted under Chapter 119, Fla. Stat., or as otherwise provided by law.

In accordance with Sec. 119.0701, Fla. Stat., the ATTORNEY, when acting on behalf of the COUNTY, as provided under Sec. 119.011(2), Fla. Stat., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Fla. Stat., or as otherwise provided by law. Additionally, the ATTORNEY shall provide the public records at a cost that does not exceed the cost provided in this chapter, or as otherwise provided by law.

(b) Confidential Information:

During the term of this Agreement, the ATTORNEY may claim that some or all of the ATTORNEY'S information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by the ATTORNEY in accordance with Sec. 812.081, Fla. Stat., or other law, and is exempt from disclosure under the Public Record Act. The ATTORNEY shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the COUNTY shall use its best efforts to maintain the confidentiality of the information properly identified by the ATTORNEY as "Confidential Information" or "CI."

The COUNTY shall promptly notify the ATTORNEY in writing of any request received by the COUNTY for disclosure of the ATTORNEY'S Confidential Information and the ATTORNEY may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The ATTORNEY shall protect, defend, indemnify and hold the COUNTY, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The ATTORNEY shall investigate, handle, respond to, and defend, using counsel chosen by the COUNTY, at the ATTORNEY'S sole cost and expense, any such claim, even if any such claim is groundless, false or fraudulent. The ATTORNEY shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. The ATTORNEY releases the COUNTY from claims or damages related to disclosure by the COUNTY.

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(c) Project Completion:

Upon completion of, or in the event this Agreement is terminated, the ATTORNEY, when acting on behalf of the COUNTY as provided under Sec. 119.011(2), Fla. Stat., shall transfer, at no cost, to the COUNTY all public records in possession of the ATTORNEY or keep and maintain public records required by the COUNTY to perform the service. If the ATTORNEY transfers all public records to the COUNTY upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ATTORNEY keeps and maintains public records upon the completion or termination of this Agreement, all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

(d) Compliance

If the ATTORNEY does not comply with the COUNTY'S request for records, the COUNTY shall enforce the contract provisions in accordance with this Agreement. If the ATTORNEY fails to provide the public records to the COUNTY within a reasonable time, it may be subject to penalties under Sec. 119.10, Fla. Stat.

IF THE ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 374-5218, [STORRES@ALACHUACOUNTY.US](mailto:STORRES@ALACHUACOUNTY.US), AND 12 S.E. 1<sup>ST</sup> STREET, GAINESVILLE, FLORIDA 32601.

20. Notice pursuant to this Agreement shall be given in writing by the deposit of same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

COUNTY: Sylvia E. Torres, Esq.  
County Attorney  
Alachua County  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601

ATTORNEY: Patrice Boyes, P.A.  
Attn.: Patrice Boyes, Esq.  
5700 SW 34<sup>th</sup> Street  
Suite 1120  
Gainesville, FL 32608

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

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21. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of Sec. 768.28, Fla. Stat.

22. The text herein shall constitute the entire Agreement between the COUNTY and the ATTORNEY and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature, whether oral or written, between the COUNTY and the ATTORNEY.

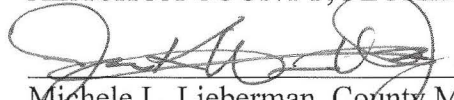
23. No amendment or modification of this Agreement shall be valid or effective unless in writing and executed by the COUNTY and the ATTORNEY with the same formality as this Agreement.

24. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

25. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute or claim is in Alachua County, Florida.


**IN WITNESS WHEREOF**, the COUNTY and the ATTORNEY have caused this Agreement for Professional Legal Services to be executed for the uses and purposes therein expressed, on the day and year first above written.

ALACHUA COUNTY, FLORIDA


 FOR  
Michele L. Lieberman, County Manager

Date: JULY 12, 2019


APPROVED AS TO FORM

  
Alachua County Attorney

WITNESS TO ATTORNEY:

  
Signature  
Gina Peesles  
Print Name

ATTORNEY

  
Patrice Boyes  
Print Name

Date: July 12, 2019

