

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
LEGAL SERVICES BETWEEN ALACHUA COUNTY AND PATRICE BOYES, P.A.
NO. 11314**

This FIRST AMENDMENT is made by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners ("Board"), and Patrice Boyes, P.A. (together, the "Parties"), Parties to the

WHEREAS, on June 11, 2019, the Board approved the appointment and hire of Patrice Boyes, P.A. to represent Alachua County by providing legal advice and counsel to the Wild Spaces Public Places ("WSPP") Citizen Oversight Board on matters related to its review of Wild Spaces Public Places expenditures by the County and nine municipalities; and

WHEREAS, pursuant to Ordinance 2022-08 and subsequent to voter approval at a referendum election held on November 8, 2022, the Board repealed a 0.5 percent WSPP Surtax Ordinance (Ordinance 16-06) and replaced it with a 1.0 percent local government infrastructure surtax (Ordinance 22-08) that would continue to authorize WSPP uses and also authorize Other Infrastructure uses of the new surtax; and

WHEREAS, the Board established the Local Government Infrastructure Surtax Citizen Oversight Board ("ISOB") to supplant the Wild Spaces Public Places Citizen Oversight Committee; and

WHEREAS, the Parties previously entered into an Agreement for Professional Legal Services between Alachua County and Patrice Boyes, P.A., dated July 12, 2019 ("Agreement") identified by NO. 11314.

WHEREAS, the County Attorney has determined that the services of a special attorney continue to be necessary for purposes of advising the Local Government Infrastructure Surtax Citizen Oversight Board on matters related to its review of Wild Spaces Public Places expenditures by the County and nine municipalities; and

WHEREAS, the Parties desire to amend the Agreement to revise the scope of services to include legal advice and counsel provided by Patrice Boyes, P.A. to ISOB on and subject to the terms hereinafter set forth; and

WHEREAS, the COUNTY desires to retain the ATTORNEY to provide those services at the approved rate of \$300.00 an hour.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereto agree to amend the Agreement 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 Local Government Infrastructure Surtax Citizen Oversight Board (hereinafter "ISOB Committee"). Such services include, but are not limited to, attending meetings of the ISOB and advising regarding legal expenditures of the government infrastructure surtax. These services shall be performed by the COUNTY from time to time upon request through its County Attorney or the County Attorney's designee. The ATTORNEY shall work under the direction of and report directly to the County Attorney.

5. The compensation paid to the ATTORNEY pursuant to this Agreement shall not exceed 300.00 an hour, not to exceed \$11,300.00 ANNUALLY

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.	\$300.00
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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.

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.

a. The ATTORNEY shall be paid for those services required by this Agreement, not to exceed the sum of **\$11,300.00**, annually, allocated in the following manner:

(1) At the rate of \$300.00 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 shall be paid or reimbursed under this Agreement.

15. With the exception of communications to the Chair of ISOB, 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.

Except as expressly set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail. Capitalized terms used herein, but not defined, shall have the same meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written with the intention to be fully bound hereby.

ALACHUA COUNTY, FLORIDA

DocuSigned by:
Theodore White ore white Procurement Manager
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for Michele L. Lieberman, County Manager

Date: 10/9/2023

Approved as to Form

DocuSigned by:
Corbin Hanson _____
9FF93D92AF0243B... 9/25/2023
Alachua County Attorney

PATRICE BOYES, P.A.

Patrice Boyes
Patrice Boyes, Esq.

Date: 9-25-23

WITNESS:

Cameron Heaton
Signature

Cameron Heaton
Printed Name