

**AGREEMENT FOR PROFESSIONAL LEGAL SERVICES
BETWEEN ALACHUA COUNTY AND
STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.**

THIS AGREEMENT was entered into and commenced when executed by both parties this ____ day of October, 2024, 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 Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (hereinafter referred to as the "STEARNS WEAVER").

WHEREAS, the COUNTY previously entered into an Agreement for Professional Legal Services with Patrice Boyes, P.A. dated July 12, 2019, (identified as No. 11314) that was amended October 9, 2023, as a special attorney for the purpose of advising the Local Government Infrastructure Surtax Citizen Oversight Board (hereinafter "ISOB Committee") on matters related to its review of Wild Spaces Public Places and other infrastructure surtax expenditures by the COUNTY and nine municipalities; and

WHEREAS, Patrice Boyes accepted a position as shareholder at STEARNS WEAVER effective August 1, 2024, and the firm of Patrice Boyes, P.A. is no longer in operation; and

WHEREAS, the COUNTY desires to engage STEARNS WEAVER so that Patrice Boyes may continue advising the ISOB Committee on surtax expenditure matters.

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

1. The COUNTY hereby engages STEARNS WEAVER as one of its independent special attorneys to assist the COUNTY in matters related to the ISOB Committee. Such services include, but are not limited to, attending meetings of the ISOB Committee and advising regarding legal expenditures of the government infrastructure surtax. These services shall be provided from time to time upon the request of, and under the direction of, the County Attorney or the County Attorney's designee. STEARNS WEAVER accepts this engagement and agrees to perform these services in a professional manner.
2. With the exception of communications with the Chair of the ISOB Committee and COUNTY staff liaison, STEARNS WEAVER agrees to communicate only with the County Attorney or the County Attorney's designee, or staff members designated by the County Attorney on matters related to the services covered by this Agreement, unless prior approval is obtained from the County Attorney or the County Attorney's designee.
3. The COUNTY agrees that STEARNS WEAVER may attend meetings by Zoom or comparable remote means and that if live attendance is required, the COUNTY shall compensate STEARNS WEAVER for travel time and reimburse travel expenses such as mileage and hotel.

4. STEARNS WEAVER is a private legal practice and is independent contractor to the COUNTY. STEARNS WEAVER and its personnel and subcontractors shall not be considered employees of the COUNTY for any purpose.
5. STEARNS WEAVER shall be paid at the rate of \$300.00 per hour, which is a deeply discounted rate from the firm's standard hourly rate. STEARNS WEAVER agrees not to exceed \$11,300 annually, unless approved in writing by the County Attorney or the County Attorney's designee. STEARNS WEAVER shall not bill more than 10 hours per month for the services encompassed by 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.
6. It is agreed that Patrice Boyes shall provide the services on behalf of STEARNS WEAVER. Other attorneys in the firm of STEARNS WEAVER may provide the services specified in this Agreement and compensated at the rate of \$300.00 per hour only upon prior written approval of the County Attorney or the County Attorney's designee. No attorney from any other firm will provide the services specified in this Agreement.
7. This Agreement is subject to funding availability. In the event sufficient COUNTY funds required 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 hour's written notice to STEARNS WEAVER. The COUNTY shall be the final authority as to the availability of COUNTY funds and how available funds will be allocated.
8. STEARNS WEAVER shall submit monthly invoices to the COUNTY requesting payment for services properly rendered and expenses due. Billing for STEARNS WEAVER'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 STEARNS WEAVER'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 STEARNS WEAVER that payment of any portion thereof should be withheld. STEARNS WEAVER shall submit invoices to the COUNTY at the following address:

Alachua County Attorney's Office
12 SE 1st Street
Gainesville, Florida 32601

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

storres@alachuacounty.us

9. In the event that the COUNTY becomes credibly informed that any representations of STEARNS WEAVER 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.

10. 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 STEARNS WEAVER of all sums properly invoiced under the provisions of this Agreement 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:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street
Miami, Florida 33130

11. STEARNS WEAVER 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.
12. Without limiting its liability under this Agreement, STEARNS WEAVER shall procure and maintain, during the life of this Agreement, professional liability insurance in a minimum amount of \$1 million per occurrence. Upon request by the COUNTY, STEARNS WEAVER shall furnish the COUNTY with a certificate or written statement of the required insurance.
13. During the performance of this Agreement, STEARNS WEAVER herein assures the COUNTY that STEARNS WEAVER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1992 in that STEARNS WEAVER does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against STEARNS WEAVER'S employees or applicants for employment. STEARNS WEAVER 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. STEARNS WEAVER shall be bound by and shall follow the Florida Rules of Professional Conduct of the Rules Regulating the Florida Bar as adopted by the Florida Supreme Court and shall adhere to all state and local laws, administrative orders and rules including applicable ordinances and policies of the COUNTY.
15. The COUNTY understands and agrees that STEARNS WEAVER represents many developers, landowners, and others who may from time to time have matters adverse to the COUNTY and that STEARNS WEAVER'S entering into this Agreement and representation of the COUNTY on the terms set forth in this Agreement is only possible if the COUNTY agrees to a present and future waiver of any and all conflicts involving matters presently existing or arising in the future other than involving advice to the ISOB Committee regarding surtax expenditures ("Surtax Matters"). Thus, during and after the time STEARNS WEAVER represents the COUNTY, the COUNTY agrees that the firm may also represent any other present and future clients in any matters adverse to the COUNTY that are not substantially related to Surtax

Matters whether or not they presently have matters before the COUNTY. Based on the foregoing, the COUNTY agrees that the STEARNS WEAVER'S representation of it in Surtax Matters will not disqualify the firm from opposing the COUNTY in other matters that are not substantially related to Surtax Matters. The COUNTY hereby agrees, consents, and waives any conflict of interest arising out of STEARNS WEAVER'S continued and future representation of firm clients adverse to the COUNTY in any other matter that is not substantially related to Surtax Matters, including but not limited to permitting, enforcement, transactions, litigation, and any other matter which involves the COUNTY'S exercise of authority as a governmental entity. The COUNTY also agrees that STEARN WEAVER'S representation of the COUNTY will not be the basis now, or at any time in the future, for seeking to disqualify or otherwise prevent STEARNS WEAVER from representing other clients or their affiliates on any matters other than Surtax Matters. STEARNS WEAVER agrees, however, not to use any privileged, proprietary, or other confidential information of a nonpublic (i.e., not subject to disclosure pursuant to Chapter 119, Florida Statutes) nature concerning the COUNTY acquired by STEARNS WEAVER as a result of its representation of the COUNTY in Surtax Matters in connection with any litigation or other matter in which STEARNS WEAVER'S clients are opposed to the COUNTY. By execution of this Agreement, the COUNTY represents to STEARNS WEAVER that it is able to grant a knowing and fully informed waiver.

16. The COUNTY may terminate this Agreement and STEARNS WEAVER'S representation at any time and for any reason. In the event of such termination, the COUNTY shall remain liable to pay for all time spent and costs incurred up to the termination and thereafter as necessary to close or transition the matter. Subject only to the Florida Rules of Professional Conduct and to court approval when required, STEARNS WEAVER may terminate this Agreement and withdraw from representation at any time and for any reason. In the event that either STEARNS WEAVER or the COUNTY terminates this Agreement, STEARNS WEAVER shall take such steps as are reasonably practicable to protect the COUNTY'S interests and the COUNTY will take such steps as are reasonably necessary to relieve STEARNS WEAVER of any obligation to continue its representation.

17. 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.

(b) Confidential Information: During the term of this Agreement, STEARNS WEAVER may claim that some or all of its 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 STEARNS WEAVER in accordance with

Sec. 812.081, Fla. Stat., or other law, and is exempt from disclosure under the Public Records Act. STEARNS WEAVER shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and COUNTY shall use its best efforts to maintain the confidentiality of information properly identified by STEARNS WEAVER as "Confidential Information" or "CI." The COUNTY shall promptly notify STEARNS WEAVER in writing of any request received by the COUNTY for the disclosure of STEARNS WEAVER'S Confidential Information and STEARNS WEAVER may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction.

- (c) Project Completion: Upon completion or termination of STEARNS WEAVER'S representation and this Agreement, STEARNS WEAVER shall transfer, at no cost, to the COUNTY all public records in possession of STEARNS WEAVER or keep and maintain public records required by the COUNTY to perform the service. If STEARNS WEAVER 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 STEARNS WEAVER does not comply with the COUNTY'S request for records, the COUNTY shall enforce the contract provisions in accordance with this Agreement. If STEARNS WEAVER 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 STEARNS WEAVER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO STEARNS WEAVER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-374-5218, STORRES@ALACHUACOUNTY.US, AND 12 S.E. 1ST STREET, GAINESVILLE, FLORIDA 32601.

18. 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, and by email addressed as follows:

COUNTY:

Sylvia E. Torres, Esq.
County Attorney
Alachua County
12 SE 1st Street
Gainesville, Florida 32601
storres@alachuacounty.us

STEARNS WEAVER:

Patrice Boyes, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Truist Place
401 East Jackson Street, Suite 2100
Tampa, Florida 33602
pboyes@stearnsweaver.com

19. 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.
20. The text herein shall constitute the entire Agreement between the COUNTY and STEARNS WEAVER and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature, whether oral or written, between the COUNTY and STEARNS WEAVER or Patrice Boyes, P.A.
21. No amendment or modification of this Agreement shall be valid or effective unless in writing and executed by the COUNTY and STEARNS WEAVER with the same formality as this Agreement.
22. 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.
23. 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 STEARNS WEAVER have caused this Agreement for Professional Legal Services to be executed for the uses and purposes therein, on the day and year first above written.

ALACHUA COUNTY, FLORIDA

Michele L. Lieberman, County Manager

Date: _____

APPROVED AS TO FORM

Alachua County Attorney

WITNESS TO STEARNS WEAVER

Signature

Printed Name

STEARNS WEAVER

By: _____
Patrice Boyes, Shareholder

Date: _____