

**AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BETWEEN**  
**ALACHUA COUNTY AND SIEGAL HUGHES & ROSS**

THIS AGREEMENT entered into when executed by both parties this 14<sup>th</sup> day of May, 2020, 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 Siegel Hughes & Ross (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 legal actions involving specific matters, subject to the approval of the Board of County Commissioners; and

WHEREAS, the County Attorney has determined that the services of a special attorney is necessary in pending litigation; and

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

WHEREAS, the United States, the State of Florida and Alachua County are under a declared State of Emergency concerning COVID-19; and

WHEREAS, pursuant to Alachua County's Declaration of State of General Emergency (Proclamation 20-01) and its subsequent extensions, and Chapter 27, Alachua County Code, the County Manager is authorized to carry out all emergency management functions required by such emergency; and

WHEREAS, legal defense of the emergency actions of the COUNTY is necessary to carry out emergency management functions of the Board; and

WHEREAS, on May 26, 2020, the Board of County Commissioners will be asked to approve the appointment and hire of the ATTORNEY to represent the COUNTY in emergency litigation; and

WHEREAS, the COUNTY desires to retain the ATTORNEY to provide those services.

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 litigation matters related to the County's exercise of its emergency authority, and other services as requested. Such services shall be performed as the COUNTY may from time to time 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.

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 when litigation ends or when either party terminates the appointment, whichever comes first.

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.

5. The ATTORNEY has offered and the COUNTY as accepted this representation on a pro bono basis.

6. 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.

7. 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.

8. During the course of this representation the ATTORNEY shall not represent or advise a client in any matter adverse to the COUNTY unless the conflict is waived by the COUNTY.

9. On matters related to the work covered by this Agreement, the ATTORNEY agrees to only communicate with the court officers and personnel, the County Attorney, or the County Attorney's designee, or staff members designated by the County Attorney, unless prior approval is obtained from the County Attorney or the County Attorney's designee.

10. With 30 calendar days' notice, this Agreement may be terminated unilaterally by either party.

11. 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.

12. 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.

(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.

13. Notice pursuant to this Agreement shall be given by email:

COUNTY: Sylvia E. Torres, Esq.  
County Attorney  
Alachua County  
[storres@alachuacounty.us](mailto:storres@alachuacounty.us) and  
[countyattorney@alachuacounty.us](mailto:countyattorney@alachuacounty.us)

ATTORNEY: Jack M. Ross  
Siegel Hughes & Ross  
[jross@shrlawfirm.com](mailto:jross@shrlawfirm.com)

14. 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.

15. 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.

16. 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.



17. 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.

18. 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

\_\_\_\_\_  
Michele L. Lieberman, Manager  
Alachua County  
Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Alachua County Attorney

WITNESS TO ATTORNEY:

ATTORNEY

Marie Graham

Krista L.B. Collins

Signature

MARIE GRAHAM

Print Name

Krista L.B. Collins

Print Name

Date: 5/14/20