

Jonathan L. Williams, P.A.
CONTRACT # HO-

Agreement for Legal Services

This Agreement for Legal Services ("Agreement") is entered into by the Florida Senate and the Florida House of Representatives (together, the "Legislature"), on the one hand, and the law firm of Jonathan L. Williams, P.A. (the "Firm"), on the other.

1. Scope of Services

Jonathan L. Williams will serve as lead counsel on behalf of the Firm and will be primarily responsible for the Firm's provision of services under this Agreement.

The Firm agrees to provide legal services to the Legislature related to litigation in the matters of *National Association of the Deaf and Eddie Sierra v. The Florida Senate et al.*, Case No. 1:18-cv-21232-UU (the "Litigation"); and to defend the interests of the Legislature and of the Senate President and the House Speaker in the Litigation. As part of these services, the Firm agrees to:

- (a) Appear on behalf of and represent the Legislature, the Senate President, and the House Speaker in court at all proceedings in the Litigation, be primarily responsible for the development and execution of trial strategy, and assist in the preparation and filing of pleadings, motions, responses, and other court documents as necessary and appropriate;
- (b) Perform any fact investigation, conduct witness interviews, and take discovery as necessary to defend the Legislature, the Senate President, and the House Speaker in the Litigation;
- (c) Upon request, perform legal research and analysis, prepare written memoranda, and provide advice for the benefit of the Legislature, the Senate President, and the House Speaker regarding the Litigation; and
- (d) Perform other tasks assigned by the Senate President or his designee(s), or the House Speaker or his designee(s).

The Firm will not provide services under this Agreement except as expressly directed in advance by the President or his designee(s), or the Speaker or his designee(s).

The Firm's clients in this matter are the Senate President, the House Speaker, and the Legislature, collectively. The Firm does not otherwise represent and will not be deemed to have an attorney-client relationship with, any other current or future government body, political body, agency, department, commission, affiliate, partner, venture, employee, officer, director, official or constituent of the Senate or House solely on account of the Firm's representation of

the Legislature, the Senate President, and the House Speaker in this matter or in any matters in the future the Firm agrees to accept. If the Firm subsequently agrees to represent any other affiliated entities or constituents of the Senate or House, the Firm will need to perform a conflicts check and confirm the details of the representation in writing. If the Firm takes on work for such affiliated entities or constituents without a separate engagement letter or confirmation, the terms of this Agreement (including but not limited to terms governing conflicts of interest) will apply to that representation. This paragraph, however, shall not be considered an express waiver of any conflict of interest arising from the Firm's representation of any client that is directly adverse to the Legislature, the Senate President, or the House Speaker.

2. Consideration

As consideration for services rendered by the Firm pursuant to this Agreement, the Legislature agrees to pay the following hourly rates:

| <u>Service Provider</u> | <u>Hourly Rate</u> |
|-------------------------|--------------------|
| Jonathan L. Williams | \$300 |
| Paralegal Services | \$90 |

The Legislature and the Firm acknowledge that this rate reflects a reduction from the rates normally charged by the Firm for similar services.

The Firm agrees to obtain advance approval from the Senate and House Contract Managers if services will be provided and billed by an attorney who is not named in this Agreement.

Overhead costs such as office space, equipment, and supplies, support personnel salaries, and fixed costs associated with computer-assisted legal research will be the sole responsibility of the Firm; however, the Legislature agrees to reimburse the Firm for the actual costs of copying, postage, courier fees, filing fees, and similar variable and necessary expenses incurred by the Firm to provide services under this Agreement, provided the Firm submits backup documentation supporting these costs.

The Legislature will also reimburse the Firm for authorized travel and per diem expenses incurred as a result of this Agreement; however, reimbursement(s) must be in accordance with the travel guidelines of the Florida Legislature and section 112.061, Florida Statutes, and all travel must be approved by the House and Senate contract managers prior to incurring any travel expenses. In order to receive reimbursement, the Firm must sign and submit Form OLS-1 07/90 and all applicable receipts to: The Florida House of Representatives, Office of House Administration, 1201 The Capitol, 402 South Monroe Street, Tallahassee, Florida 32399-1300, and The Florida Senate, Office of Senate Administration, 405 The Capitol, 404 South Monroe Street, Tallahassee, Florida 32399-1100. The Firm will not be paid for time spent traveling unless otherwise billable services are being performed during that time.

The Firm agrees to present an invoice to the Senate and House Contract Managers on or before the fifteenth of each month following the month in which services were provided. When the Firm presents a monthly invoice, the Firm will submit to the general counsel for the Senate and for the House a description of the services and costs billed in the invoice. The general counsel for the Senate and for the House will forward the invoice to the respective chamber's fiscal agents for payment if the invoice and services provided comply with this Agreement. Services performed by the Firm must be billed on an hourly basis rounded to the nearest tenth of hour. Receipts or other documents supporting charges for allowable expenses must be attached to the applicable invoice. The Legislature will not reimburse the Firm for any services provided or expenses incurred that are not authorized by this Agreement.

Performance by the Legislature under this Agreement is subject to and contingent upon the availability of funds lawfully appropriated by and to the Legislature and applicable for purposes of the Agreement.

3. Term of Agreement and Termination

This Agreement commences upon execution by the parties and ends on termination of the Litigation, including any appeals.

The Legislature may terminate this Agreement at any time by providing written notice of termination to the Firm. In the event this Agreement is terminated, the Firm will be compensated for services rendered and costs incurred through the date the notice of termination is received by the Firm.

The Firm may terminate this Agreement in the event that further representation would likely result in a violation of an obligation of any of the Firm's attorneys under the applicable Rules of Professional Conduct. If the Firm is then engaged in representation regarding pending litigation, the Firm will not withdraw as counsel in the litigation without the consent of the Legislature or without leave of Court, and will provide services pursuant to this Agreement in the litigation until the Legislature's consent or leave of Court has been granted. The Legislature will compensate the Firm for services rendered and costs incurred in that litigation until the Firm is permitted to withdraw by the Legislature or the Court grants leave for the Firm to withdraw from further representation.

Upon termination of the Agreement, all work-product, documents and files of the Firm that relate in any way to the Firm's representation of the Legislature will become the exclusive property of the Legislature. The Firm will provide the work product, documents, and files to the Legislature within five business days after termination of the Agreement as provided in Section 6 below.

4. Contract Managers

The Contract Manager for the Florida Senate is Jeremiah Hawkes, General Counsel, 302 The Capitol, 404 South Monroe Street, Tallahassee, Florida 32399-1300, (850) 487-5237, or as designated by the Senate President. The Contract Manager for the House is Daniel Bell, General Counsel, 418 The Capitol, 402 South Monroe Street, Tallahassee, Florida 32399, (850) 717-5500, or as designated by the Speaker of the House. The Contract Manager for the Firm is Jonathan L. Williams, Jonathan L. Williams, P.A., 113 South Monroe Street, First Floor, Tallahassee, FL 32301, (850) 706-0940.

All notices or other communications required or permitted under this Agreement must be sent to the respective Contract Managers.

5. Liability

The Firm agrees to maintain, during the period of the Agreement, a professional liability insurance policy or policies affording professional liability coverage for the professional services to be rendered under this Agreement.

Further, the Firm has no authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Legislature, or to bind the Legislature in any way.

The Firm, including any person providing services pursuant to this Agreement, will render services as an independent contractor and not as an agent or employee of the Legislature and will not be entitled to fringe benefits normally provided by the Legislature to its employees, including without limitation, retirement benefits, life insurance, disability insurance, health insurance, worker's compensation insurance, unemployment insurance, and group insurance.

6. Public Records

Unless specifically exempted by law, all records made or received by the Firm in conjunction with this Agreement are public records available for inspection by the public in accordance with the provisions of Article I, section 24, of the Florida Constitution and section 11.0431, Florida Statutes.

In order to ensure that records subject to an exemption are not disclosed, the Firm agrees to notify the Legislature's Contract Managers immediately upon receiving a request to disclose any documents or records in the Firm's possession that relate to the subject matter of this Agreement. The Firm also agrees that it will not allow any inspection or otherwise disclose any information found in the documents or records unless and until directed to do so by the Legislature or as otherwise required by law.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF SECTION 11.0431, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PRESERVE AND PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM SHALL CONTACT THE LEGISLATURE'S CONTRACT MANAGERS.

7. Assignment

This Agreement is an exclusive agreement for services and may not be assigned or subcontracted in whole or in part.

8. Conflicts

The Firm or its attorneys may have the opportunity to represent clients before the Florida Legislature to urge passage, modification, or non-passage of legislation under consideration by the Florida Legislature. The Legislature consents to such representations should they arise during the term of this Agreement; provided, however, that the Firm and its attorneys do not contemporaneously represent other clients on matters related to this Agreement until final disposition in the Litigation. The Legislature understands that the Firm routinely represents clients before various state agencies and at times may be adverse to the State or its agencies. The Legislature agrees that the Firm's representation in this matter will not in any manner impair the Firm's ability to continue to represent the Firm's current and future clients that are or may be adverse to the State or its agencies.

Within 30 days after the date of this Agreement, the Firm will identify current clients the Firm or its attorneys represent before the Legislature, and any ongoing matters in which the Firm or its attorneys represent clients regarding the Litigation (including the case name, case number and court where the case is pending). After the initial disclosure, when consistent with the applicable rules of professional conduct, the Firm will notify the Legislature within seven days after engagement if the Firm or its attorneys are engaged to represent a new client before the Legislature or a new client who wishes participate in an action related to the Litigation. The notification must identify the client and the nature of the challenge.

This section, however, shall not be considered an express waiver of any conflict of interest arising from the Firm's representation of any client that is directly adverse to the Legislature, the Senate President, or the House Speaker.

9. Adherence to Senate Workplace Harassment Policies

The Firm will adhere to Senate Policy 1.60 (Workplace Harassment Prohibited) which is attached as Exhibit A. If the Senate amends Policy 1.60 during the term of the Contract, the Firm will be sent a copy of the amended policy which they shall adhere to. The Parties agree that this is a material condition to the execution of the contract and any violation of the Policy can be grounds for termination by the Senate. The Senate has sole discretion whether a violation has occurred and whether termination is warranted. In the event of a termination under this clause, the Firm shall immediately cease work upon receiving notice of termination. They will be paid under the contract for all work provided up to that point and will provide all work to the Senate.

10. Resolution of Disputes

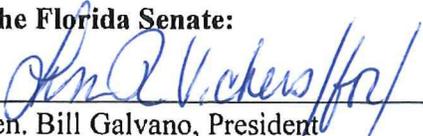
Any dispute between the Firm and the Legislature as to the application, meaning, or interpretation of any part of this Agreement shall be resolved in state court in Leon County, Florida, by application of Florida Law.

11. Entire Agreement

This Agreement constitutes the entire understanding of the parties and cannot be changed or modified except in writing duly executed by the parties.

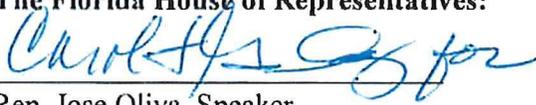
Execution by the Parties:

The Florida Senate:


Sen. Bill Galvano, President
The Florida Senate

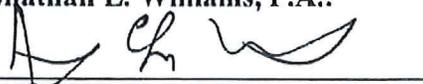
Date: 9-17-2020

The Florida House of Representatives:


Rep. Jose Oliva, Speaker
The Florida House of Representatives

Date: 9/15/2020

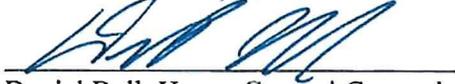
Jonathan L. Williams, P.A.:


Jonathan L. Williams
Jonathan L. Williams, P.A.

Date: 9/11/20

Approved as to legal form and sufficiency:

 9/16/20
Jeremiah Hawkes, Senate General Counsel


Daniel Bell, House General Counsel