



COUNTY ATTORNEY'S OFFICE
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To: Mayor Jerry L. Demings
and
County Commissioners

From: Jeffrey J. Newton, County Attorney *JAN*
Elaine Asad, Senior Assistant County Attorney *Elaine*

Contact: Elaine Asad
407-836-7357

Date: June 29, 2023

Subject: Consent Agenda Item – July 11, 2023
Polyfluoroalkyl Substances “PFAS” Litigation
Engagement of Counsel and PFAS Lawsuit

DISCUSSION:

Orange County Utilities (OCU) has performed an initial screening level analysis for PFAS at our water supply facilities (WSFs), water reclamation facilities (WRFs) and solid waste management facility (landfill). Results show PFAS was detected in several of the County’s source groundwater wells, the effluent of the County’s WRFs and the leachate of the County’s landfill.

Currently there are no promulgated federal regulations requiring PFAS treatment at WSFs, WRFs and solid waste management facilities. However, the Environmental Protection Agency (EPA) in March 2023 proposed a national drinking water standard to regulate six PFAS. The regulation would require treatment of source water if specific PFAS concentrations are above a prescribed level. Based on OCU’s initial screening level analysis, several of our WSFs will require significant upgrades to comply with the proposed regulation. Based on EPA’s *PFAS Strategic Roadmap* and other comments made by the Agency, it is anticipated that EPA will regulate PFAS concentrations in WRF effluent and landfill leachate in the future. These regulations would require significant upgrades to OCU’s WRFs and landfill. Upgrading existing WSFs, WRFs and solid waste management facilities to comply with future PFAS regulations is anticipated to cost OCU hundreds of millions of dollars in capital costs and millions of dollars per year in additional operation and maintenance costs.

PURPOSE:

The County is desirous of pursuing claims for the restitution and/or recovery of the damages and costs incurred by Orange County as a result of the PFAS contamination. In pursuit of those claims, specialized private attorney services with expertise in complex lawsuits, multi-district litigation, and/or environmental matters is required given the time and labor involved, the novelty, complexity and difficulty of the questions involved, and the number of defendants involved. The proposal for a contingent fee agreement is for the sole purpose of the firms of Manson Bolves, Donaldson Tanner, P.A.; Baron & Budd, P.C.; and Cossich, Sumich, Parsiola & Taylor, LLC (Collectively the "FIRM") to provide legal services to the County in both state and federal courts, including the multi-district litigation based out of South Carolina.

The Firm shall represent the County in pursuing litigation for damages incurred by the County because of the PFAS contamination found in water, wastewater, solid waste and the soil. The Firm shall investigate any potential claims and damages recoverable by the County, including filing lawsuits, related appeals or counterclaims, and litigating to conclusion.

ACTION REQUESTED:

Authorization for the County Attorney's Office and Utilities Department to negotiate and execute a contingent fee contract with the Firm which includes limited reimbursable expenses based on recovery. Further request authorization for this contract to remain in effect until all PFAS litigation is completed.

Copy: Byron Brooks, County Administrator
Ed Torres, Director, Utilities

BCC Mtg. Date: July 11, 2023

**LEGAL SERVICES CONTINGENT FEE AGREEMENT
PFAS LITIGATION**

1. **IDENTIFICATION OF PARTIES.** This Agreement is made between ORANGE COUNTY, FLORIDA ("Client") and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Manson Bolves Donaldson Tanner, P.A. (collectively referred to as "Attorneys").
2. **RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY.** By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. **AUTHORIZED REPRESENTATIVE OF CLIENT.** Client designates Elaine Asad, Esq., Orange County Attorney's Office and Ed Torres, Director, Orange County Utilities, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. **SCOPE AND DUTIES.** Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) and supplier(s) of fire fighting foam products (known as "aqueous film forming foam" or "AFFF") and/or other products containing per- and polyfluoroalkyl substances ("PFAS") (including perfluorooctanoic acid ("PFOA" or "C8"), perfluorooctane sulfonate ("PFOS"), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against those responsible for damages Client has suffered or will suffer. Such services may include, *inter alia*: investigating the merits of the Claims; drafting and filing a Complaint; handling all pre-trial, discovery and motion proceedings; retaining expert witnesses; trying the case; and briefing and arguing any appeal. It is the intent of Attorneys to pursue these claims through the MDL process in Federal Court. Should it become necessary to litigate any of these claims in State Court, the Attorneys will continue its representation of the Client in State Court as necessary. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments. Attorneys will assist in negotiating liens, but will not litigate them.
5. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If

Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

6. **JOINT RESPONSIBILITY.** Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Manson Bolves Donaldson Tanner, P.A. assume joint legal responsibility to Client for the representation described in this Agreement, and all agree to be available for consultation with the client. Client approves of and consents to the participation of these firms in the representation.

7. **ATTORNEYS' FEES.** Client and Attorneys agree that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. **Calculation of Contingent Fee**

Attorneys will receive a contingency fee of 25% of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

In no event, however, shall the contingent fee payable to Attorneys exceed that which is permissible under the Florida Bar Rules.

B. **Definitions**

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any

attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that an appraisal will be conducted by appraisers reasonably acceptable to Client and Attorneys, the cost to be divided equally between Client and Attorneys to determine this value. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration and/or litigation shall not exceed 25% of the gross recovery as defined in this Agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. If

Attorneys incur expenses related specifically to the Client's individual case, Attorneys will obtain consent and seek advice from Client before incurring such expenses. Attorneys will advance those costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) **Outsource to outside vendor.** Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) **Internal processing.** Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client, subject to cost review and approval by Client in advance of incurring any such costs. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. **SHARED EXPENSES.** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in a fair and reasonable manner, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses, provided however, Client shall only be responsible for prudent, fair and reasonable expenses.

10. **DIVISION OF ATTORNEYS' FEES; LEAD COUNSEL.** At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Baron & Budd, P.C. will receive forty percent (40%), Cossich, Sumich, Parsiola & Taylor LLC will receive forty percent (40%), and the law firm of Manson Bolves Donaldson Tanner, P.A. will receive twenty percent (20%). The law firms of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC shall serve as lead counsel, but shall be assisted by and have for consultation from Manson Bolves Donaldson Tanner, P.A.

11. **MULTIPLE REPRESENTATIONS.** Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive the conflicts it is currently aware of which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this Agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with the PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **POWER OF ATTORNEY.** Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the advanced approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve

any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration, or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for client shall be released by Attorneys.

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.

17. **WITHDRAWAL OF ATTORNEYS.** Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if

a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.

18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as a remuneration for individual employment apart from the business of that law office.

20. **NOTICES.** Client agrees to receive communications and documents from Attorneys via email, with the applicable email addresses below. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219
ssummy@baronbudd.com

Cossich, Sumich, Parsiola & Taylor LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037
pcossich@cossichlaw.com

Manson Bolves Donaldson Tanner, P.A.
109 North Brush Street
Suite 300
Tampa, Florida 33602
ldonaldson@mansonbolves.com

21. **DISCLAIMER OF GUARANTEE.** Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement

will be binding on the parties.

23. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. **MODIFICATION BY SUBSEQUENT AGREEMENT.** The parties may agree to modify this Agreement by executing a new written agreement, signed by Attorneys and Client.

25. **DISPUTES ARISING UNDER AGREEMENT.** Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with Paragraph 7.C.

26. **ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT.** The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. **MULTIPLE COUNTERPARTS.** This Agreement will be effective whether or not executed in multiple counterparts.

29. **SCRUTINIZED COMPANIES.** As required by subsection 287.135(5), Florida Statutes, Attorneys certify that they are not on any of the following lists: 1) Scrutinized Companies with Activities in Sudan, 2) Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or 3) Scrutinized Companies that Boycott Israel. Attorneys acknowledge the penalties contained in section 287.135(5), Florida Statutes, for submitting a false certification and will continue to comply with section 287.135, Florida Statutes.

30. **CONVICTED VENDOR LIST.** As required by subsections 287.133(2) and (3), Florida Statutes, Attorneys certify that they have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date of this Agreement.

31. **DISCRIMINATORY VENDOR LIST.** Attorneys shall comply with subsection 287.134(2)(a), Florida Statutes. Attorneys are not on the discriminatory vendor list maintained by the Florida Department of Management Services under section 287.134, Florida Statutes.

32. **E-VERIFY.** Attorneys shall comply and shall ensure that they comply with sections 448.09 and 448.095, Florida Statutes. As required by subsection 448.095(2) (a), Florida Statutes, Attorneys have registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees.

33. **PUBLIC RECORDS.** Attorneys shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, except for those records exempt from disclosure by state law or by operation of sections 119.071, Florida Statutes, or Chapter 119, Florida Statutes. Attorneys shall (1) keep and maintain public records that ordinarily would be required to be kept by Client; (2) provide the public with access to public records on the same terms and conditions that Client would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to Client, all public records in possession of Attorneys upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to Client in a format that is compatible with the information technology systems of the Client.

IF ATTORNEYS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: 407-836-5315 E-MAIL: publicrecordunit@ocfl.net ; MAILING ADDRESS: 450 E. South Street, 3rd Floor, Ste. 360, Orlando, FL 32801

This Agreement and its performance are subject to the Louisiana Rules of Professional Conduct, the Texas Disciplinary Rules of Professional Conduct, and the Florida Rules of Professional Conduct.

Agreed by:

Date: 7/26/23

CLIENT: Orange County, Florida Utilities

Ed Torres, Orange County Utilities Director

Ed Torres, Director, Orange County Utilities

Printed name and title ("Client")


Signature

CLIENT: ORANGE COUNTY, FLORIDA

Jeffrey J. Newton, County Attorney

Jeffrey J. Newton, County Attorney
Orange County Government
Printed name and title ("Client")

Jeffrey J. Newton
Signature

ATTORNEYS

Scott Summy
Scott Summy, Baron & Budd, P.C.

Phil Cossich
Phil Cossich, Cossich, Sumich, Parsiola & Taylor LLC

Laura Jacobs Donaldson
Laura Jacobs Donaldson, Manson Bolves Donaldson Tanner, P.A.