

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA  
AND  
QUINTAIROS, PRIETO, WOOD & BOYER, P.A.  
WORKER'S COMPENSATION ATTORNEY SERVICES**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Quintairos, Prieto, Wood & Boyer, P.A., its successors and assigns, herein referred to as the FIRM.

**WITNESSETH:**

**WHEREAS**, the attorneys at Quintairos, Prieto, Wood & Boyer, P.A. are licensed to practice law in the State of Florida, are experienced workers' compensation attorneys, and desire to act as outside legal counsel for the COUNTY; and

**WHEREAS**, the COUNTY has determined that it is necessary to continue outside legal services to provide representation in the area of workers' compensation; and

**WHEREAS**, the parties now desire to enter into an Agreement whereby the terms of service provided by the FIRM are clarified.

**NOW, THEREFORE**, the parties hereby agree as follows:

**Section 1. Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

**Section 2. Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the FIRM to provide legal representation on an as needed basis for the COUNTY. Throughout the term of this Agreement, the FIRM shall keep the COUNTY fully informed of all pending and active litigation. At minimum, the FIRM shall provide the COUNTY once a month with a written synopsis of all active litigation in which the FIRM is representing the COUNTY.

**Section 3. Term.** This Agreement shall automatically renew for successive one (1) year terms, until one or both parties terminate the Agreement in accordance with Section 4 of this Agreement.

**Section 4. Termination.** This Agreement may be terminated by either party by submitting written notice thirty (30) days in advance to the other party. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse FIRM for actual work satisfactorily completed and reasonable expenses incurred to the date of termination.

**Section 5. Attorneys and Personnel.**

A. The FIRM has represented to the COUNTY that the services to be provided under this Agreement will be performed by Kevin S. Murphy, Esq. Services under this Agreement may also be performed by Annie P. Kwong, Esq. and Maylen Delgado, Esq., if under the supervision of Kevin S. Murphy, Esq. The COUNTY has relied on this representation as an inducement of entering into this Agreement. In the event the FIRM wishes to substitute counsel or provide additional counsel, the FIRM shall propose an attorney with equal or higher qualifications and such addition or replacement is subject to prior written approval by the COUNTY. In the event the requested person is not satisfactory to the

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COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause.

B. During the term of this Agreement the FIRM assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the FIRM does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the FIRM employees or applicants for employment. The FIRM understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

C. The employees of the FIRM shall be considered at all times its/their employees and not employees or agents of the COUNTY. The FIRM and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY.

D. The FIRM shall obtain and maintain throughout the term of this Agreement any and all licenses required to do business in the State of Florida. Any and all attorneys of the FIRM performing services under this Agreement shall maintain good standing with the Florida Bar and be admitted to practice in the United States District Court, Middle District of Florida and the United States Court of Appeals for the Eleventh Circuit throughout the term of this Agreement.

**Section 6. Compensation.** COUNTY agrees to compensate FIRM for services provided under this Agreement at the following hourly rates:

<b>Partner/Associate:</b>	<b>\$165.00/hour</b>
<b>Paralegal:</b>	<b>\$75.00/hour</b>

These rates shall prevail for the full duration of this Agreement. The above rates shall encompass any and all costs, travel, overhead, salary, benefits, legal assistant's time, postage, and other costs. The attorney shall begin billing the hourly rate from the time he/she leaves his/her office and shall cease billing the hourly rate at the return of the attorney to his/her office. In no event shall FIRM bill the COUNTY for any mileage, meals, or research costs, such as Lexis or Westlaw charges. The parties acknowledge and agree that the COUNTY does not guarantee a minimum quantity or dollar value of work and no monthly retainer fees shall be required.

The FIRM shall submit invoices to the COUNTY after the services have been completed and the COUNTY reviews and approves the services. All invoices shall contain the case style, date and location of service and shall reflect the number of hours spent by the FIRM/attorney. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the completion of the services. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 7. Right to Audit.** The COUNTY reserves the right to require FIRM to submit to an audit by any auditor of the COUNTY'S choosing. FIRM shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. FIRM shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. FIRM agrees to provide such assistance as may be necessary to facilitate the review

or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the FIRM in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the FIRM to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the FIRM. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the FIRM's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to FIRM.

**Section 8. Public Records.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the FIRM for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the FIRM'S office or facility. The FIRM will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the FIRM will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, FIRM will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. 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 at a cost that does not exceed the cost provided for 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 for the duration of the Agreement term and following completion of the Agreement if the FIRM does not transfer the records to the COUNTY.
4. Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the FIRM or keep and maintain public records required by the COUNTY to perform the service. If FIRM transfers all public records to the COUNTY upon completion of the Agreement, FIRM will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If FIRM keeps and maintains public records upon completion of the Agreement, FIRM will meet all applicable requirements for retaining public records. All records stored electronically must 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.

**C. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION  
OF CHAPTER 119, FLORIDA STATUTES, TO FIRM'S DUTY TO**

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C. **IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRM'S DUTY TO**

F. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

H. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or FIRM be required to procure a bond guaranteeing payment of losses and related claims expenses.

I. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the FIRM providing such insurance.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

K. Neither approval by the COUNTY of any insurance supplied by the FIRM, nor a failure to disapprove that insurance, shall relieve the FIRM of full responsibility for liability, damages, and accidents as set forth herein.

**Section 10. Indemnification.** The FIRM shall indemnify and hold COUNTY and its agents, officers, commissioners, or employees harmless for any damages resulting from failure of the FIRM to take out and maintain the above insurance. Additionally, the FIRM agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the FIRM, its agents, employees or representative, in the performance of the FIRM's duties set forth in this Agreement.

**Section 11. Miscellaneous.**

A. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida and any trial shall be non-jury.

B. Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained. Additionally, the FIRM shall notify and obtain prior written consent from the COUNTY prior to any merger or acquisition with and/or by any other entity. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

C. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

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FOR WORKERS' COMPENSATION SERVICES (#25-536)

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D. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

E. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

F. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail addressed as follows:

If to FIRM:

Kevin Murphy, Esquire  
Quintairos, Prieto, Wood &  
Boyer, P.A.  
255 S. Orange Avenue, Suite 900  
Orlando, Florida 32801

If to COUNTY:

County Attorney's Office  
County Administration Building  
315 West Main Street  
Post Office Box 7800  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

G. This Agreement represents the entire and integrated Agreement between the COUNTY and FIRM, and supersedes all prior negotiations, representations, or agreements written or oral, for workers' compensation attorney services.

H. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners and by the FIRM through its duly authorized representative.

**FIRM**

**QUINTAIROS, PRIETO, WOOD & BOYER, P.A.**

  
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Kevin S. Murphy, Esquire

Florida Bar No: 67040

Title: Partner

This 14<sup>th</sup> day of May, 2025.

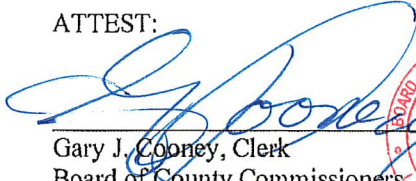


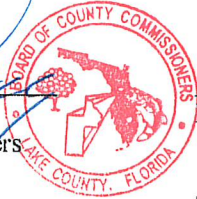
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COUNTY  
**BOARD OF COUNTY COMMISSIONERS**  
**LAKE COUNTY, FLORIDA**

ATTEST:

  
Gary J. Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



  
Leslie Campione, Chairman

This 24<sup>th</sup> day of June, 2025.

Approved as to form and legality:

  
Melanie Marsh, County Attorney