

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between **de la Parte, Gilbert, McNamara & Caldevilla P.A.** (hereinafter referred to as the “FIRM”) and **Wright Pierce, Inc.** (hereinafter referred to as “CONSULTANT”).

W I T N E S E T H

WHEREAS, it is the FIRM's desire to retain the CONSULTANT to provide professional consulting services, as provided herein; and

WHEREAS, it is the CONSULTANT's desire to provide professional consulting services to the FIRM, as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement and of the mutual covenants and agreements hereafter set forth, the FIRM and the CONSULTANT, intending to be legally bound hereby agree as follows:

1. SCOPE OF SERVICE.

- (a) The FIRM retains the CONSULTANT to provide professional consulting services related the following matter(s): providing expert witness and consulting services in support of the Polk Regional Water Cooperative (“PRWC”) with respect to Tampa Bay Water’s Water Use Permit 20011794.003.
- (b) Kathleen Gierok shall be the principal CONSULTANT representative with regard to services rendered.
- (c) This undertaking is being performed for the benefit and with the knowledge of the PRWC, which is a third-party beneficiary under this Agreement.
- (d) In performance of its obligations under Section 1 of this Agreement, the CONSULTANT shall perform these services with due diligence, to the best of its ability and in a professional and competent manner.
- (e) The CONSULTANT shall perform professional consulting services as an independent contractor and the CONSULTANT shall not be considered an employee or agent of the FIRM for any purpose. The CONSULTANT shall have sole authority to control the means and methods necessary to perform services under this Agreement. In this regard, the CONSULTANT shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the CONSULTANT. The CONSULTANT shall comply with all workmen's compensation, employer’s liability and other federal, state, and local laws required of an employer performing services as herein contemplated. Furthermore, the CONSULTANT is responsible for paying all income and

employment taxes and the FIRM shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect upon its full and complete execution by the FIRM and the CONSULTANT, and shall continue until completion of the work referenced in Section 1 above, unless earlier terminated pursuant to Section 6. However, the CONSULTANT shall not begin work under this Agreement until such time as specifically directed by the FIRM.

3. **COMPENSATION AND EXPENSES.** Compensation for services rendered and expenses incurred by the CONSULTANT pursuant to this Agreement are as follows.

- (a) The FIRM shall pay the CONSULTANT for services rendered pursuant to Section 1 of this Agreement in accordance with the with the fee/rate schedule attached as **Exhibit "A."**

- (b) In addition to the above compensation of services, the FIRM shall reimburse the CONSULTANT for all reasonable expenses for exhibit preparation, related support materials, and travel; provided, the CONSULTANT: (i) maintains appropriate documentation substantiating the expense, (ii) discloses such claim is true and correct as to every material matter, and (iii) honors a claim for refund by the FIRM should such reimbursement be determined by any Court to be unreasonable or non-recoverable. Travel expenses shall be determined consistent with §112.061, Florida Statutes.

Any modifications to the compensation shall be in writing, as approved in advance by the FIRM.

4. **PAYMENT OF FEES AND EXPENSES.** The CONSULTANT shall provide the FIRM on a monthly basis a billing invoice which shall provide a detailed description of services performed and chargeable expenses incurred during the period covered by the billing invoice, together with supporting documentation. The invoice shall be addressed to PRWC c/o de la Parte, Gilbert, McNamara & Caldevilla, which the FIRM will review and, if approved, submit the invoice on a timely basis to the County for payment to the FIRM. The FIRM shall submit payment to the CONSULTANT upon receipt of payment from the County.

5. **DISCRIMINATION.** The CONSULTANT assures the FIRM it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that CONSULTANT 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 CONSULTANT's employees or applicants for employment. The CONSULTANT understands and agrees this Agreement is conditioned upon the veracity of this provision. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This provision shall be interpreted to include Vietnam Era Veterans and Handicapped persons within this protective range of applicability.

6. **TERMINATION.** The FIRM may terminate this Agreement upon five (5) days advance written notice to the CONSULTANT. In the event of notice of termination, the CONSULTANT shall immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such notice of termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the FIRM. Upon termination, the CONSULTANT shall provide and turn over to the FIRM all data, exhibits, materials, and analyses prepared up to and including the date of such termination.
7. **CONFIDENTIAL DOCUMENTS AND INFORMATION.**
- (a) All documents prepared by the CONSULTANT pursuant to this Agreement are prepared by or at the direction of the FIRM in preparation for or in anticipation of litigation.
 - (b) In the course of performing services under this Agreement, it is possible that certain confidential information will be revealed to the CONSULTANT by the FIRM or that the CONSULTANT will obtain knowledge of such confidential information through other sources. The CONSULTANT will maintain the confidentiality of, and will not release or allow access to, or provide any information relating to, documents or materials which are designated as confidential by the FIRM, unless: (a) authorized to do so in writing by the FIRM, or (b) lawfully compelled to do so by order of a court of competent jurisdiction, after reasonable notice to the FIRM.
8. **CONFLICTS OF INTEREST.** The CONSULTANT shall decline proffered employment or continued employment by another client if the exercise of its professional consulting services on behalf of the FIRM under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the CONSULTANT from being considered for work on another project or task administered by the FIRM.
9. **INDEMNIFICATION.** The CONSULTANT shall indemnify, pay on behalf of, and hold harmless the FIRM, its lawyers, and their members, officers, agents, and employees from and against all claims, damages, losses and expenses, whether direct or indirect, including costs, attorney and witness fees and expenses incident thereto including, but not limited to, damages attributable to bodily and personal injury, sickness, disease, death, or damage to property to the proportionate extent caused by the negligent acts or omissions of the CONSULTANT, its employees, or agents.
10. **MISCELLANEOUS.**
- (a) The CONSULTANT warrants that its services under this Agreement shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of his or her profession.
 - (b) Nothing herein shall be construed to give any rights or benefits hereunder to anyone

other than the FIRM or the CONSULTANT, unless otherwise provided herein.

- (c) The CONSULTANT shall not sublet, assign, or transfer any work specifically set forth under this Agreement without the FIRM's prior written consent.
- (d) No changes or modification of this Agreement shall be valid unless the same be in writing and signed by all the parties hereto.
- (e) In the event it becomes necessary for any party to this Agreement to institute litigation concerning this Agreement against another party to this Agreement, venue shall be in the state courts of Hillsborough County, Florida, and the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party through appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

FIRM:

By: _____
Its: _____
Date: _____

CONSULTANT:

By: _____
Its: _____
Date: _____

EXHIBIT A
Wright-Pierce Scope of Work and Budget

[See Attached 3 Pages]

Exhibit A to Agreement for Professional Consulting Services



2025 Fee Schedule - Alafia River Litigation Assistance

Labor Classification	Billing Rate (\$) ^{1,2}
Senior Project Professional II	\$ 310.00
Senior Project Professional I	\$ 290.00
Expert Witness*	\$ 350.00
Lead Project Professional II	\$ 260.00
Lead Project Professional I	\$ 240.00
Senior Professional	\$ 290.00
Professional IV	\$ 265.00
Professional III	\$ 240.00
Professional II	\$ 215.00
Professional I	\$ 195.00
Assistant Professional IV	\$ 180.00
Assistant Professional III	\$ 165.00
Assistant Professional II	\$ 150.00
Assistant Professional I	\$ 130.00
Senior Technician II	\$ 175.00
Senior Technician I	\$ 150.00
Technician II	\$ 130.00
Technician I	\$ 115.00
Intern	\$ 90.00
Administration Assistant II	\$ 130.00
Administration Assistant I	\$ 100.00
<p>1. All rates are in dollars per hour and include direct costs incurred on the project as they pertain to local (Polk County and its adjacent counties) travel (mileage), incidental in-house copying, printing, and mailing of letter-sized documents and packages. Non-local travel, overnight lodging, meals, large or out-of-house printing, copying, mounting, and mailing of large documents and packages will be charged in accordance with Paragraph 3 of the Agreement.</p> <p>2. WP reserves the right to update rates annually after one year from the date of the Agreement.</p>	

Exhibit B
DE LA PARTE & GILBERT, P.A.
FOR
POLK REGIONAL WATER COOPERATIVE (PRWC)

ALAFIA RIVER WATER USE PERMIT PETITION
TECHNICAL ANALYSIS AND LITIGATION
ASSISTANCE

GENERAL DESCRIPTION OF SERVICES AND
ESTIMATED BUDGET

GENERAL DESCRIPTION OF SERVICES

Task 1. (PRE-TRIAL) Alafia River Petition Technical Assistance

To support the preservation of an available public water supply for up to the next 50 years, Wright-Pierce, Inc. will provide technical assistance and technical documentation related to the review and petition of the Tampa Bay Water's Water Use Permit application, WUP No. 20011794.002. These services will be provided in support of the Polk Regional Water Cooperative's (PRWC's) petition for a formal administrative hearing concerning the Southwest Florida Water Management District (SFWMD) and includes the following activities.

- Research and review existing Tampa Bay Water (TBW) permits for available source allocations and water treatment plant capacities.
- Research and review permit application WUP No. 20011794.002 and supporting documentation related to requested allocation and projected water demands.
- Based on the review of the above information, analyze and develop data and exhibits related to total source allocations and projected water demands.
- Develop a technical memorandum documenting the findings from the above tasks.
- Develop a presentation for use at a PRWC Board of Directors (BOD) or other meeting.
- Project meetings/project set-up and coordination.

Task 2. Task 2. Trial-Related Services

In the event these matters cannot be settled out of court, Wright-Pierce will provide technical assistance and expert witness testimony to support litigation through a formal administrative hearing concerning the Southwest Florida Water Management District and PRWC. These services may include the following activities.

- Discovery review
- Deposition preparation/deposition

- Trial preparation
- Testimony
- Project meetings/coordination
- Other technical services to support

FEE ESTIMATE

Services will be performed on an hourly basis per the rate table included in **Exhibit A**. The estimated fees are provided in the table below.

Project Task Description	Sr. Project Professional II	Sr. Project Professional I	Lead Project Professional	Asst. Professional III	Intern	Admin. Asst. I	Labor Totals	
	\$310.00	\$290.00	\$260.00	\$165.00	\$90.00	\$100.00		
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost
Task 1 - Alafia River Petition Technical Assistance	3	58	20	64	60	10	215	\$ 39,910
Existing Permit Research		8		12	16		36	\$ 5,740
Permit and Supporting Document Review		8	8	12	8		36	\$ 7,100
Data Analysis		16	8	20	20		64	\$ 11,820
Technical Memo Development	2	8	4	16	16	8	54	\$ 8,860
Presentation Development		2		4		1	7	\$ 1,340
Project Meetings/Project Set-up and Coordination	1	16				1	18	\$ 5,050
Task 2 - Trial-Related Services (Allowance)								\$ 39,910
PROJECT TOTAL								\$ 79,820

Notes:

1. The fee estimate includes an allowance for trial-related and expert witness services. This estimate may need to be adjusted when the administrative proceeding has been initiated, the hearing scheduled, and litigation demands are known.
2. These services are related to assistance with demands and allocations related to TBW's permit application for WUP No. 20011794.002 submitted in May 2025. Services outside of this scope may require additional fees.