



Levy County Board of County Commissioners Agenda Item Summary Form

- 1. **Name:** Nicolle Shalley
- 2. **Organization/Title/Telephone:** County Attorney/352-486-3389
- 3. **Meeting Date:** Tuesday, August 6, 2024

4. **Requested Motion/Action:**
 Requesting the Levy County Board of County Commissioners approve the Continuing Legal Services Agreement with Bullock Law Firm, PLLC for general outside counsel legal services

- 5. **Agenda Presentation:** Yes No N/A

- 6. **Time Requested:** 5 minutes
 (Request will be granted if Possible) allotted time not more than 15 minutes

- 7. **Is this Item Budgeted (If Applicable):** Yes No N/A

- 8. **If no, State Action Required:**
 - a. **Budget Action:** EnterTextHere
 - b. **Financial Impact Summary Statement:** EnterTextHere
 - c. **Detailed Analysis Attached** EnterTextHere
 - d. **Budget Officer Approval:** EnterTextHere

If approved enter date: Click or tap to enter a date.

9. **Background: (Why is the action necessary, and what action will be accomplished) (All supporting documentation must be attached if any)**

The Board employs one in-house County Attorney who provides the vast majority of legal services needed and requested by the Board and its County Departments. In addition, the Board has, for many years, retained (1) Nabors, Giblin & Nickerson, P.A. based in Tallahassee to provide outside legal counsel for litigation, special assessments and a variety of general matters, and (2) Allen, Norton & Blue, P.A. to provide outside legal counsel for labor and employment matters. Both firms provide excellent services.

The County Attorney is recommending the Board also approve a Continuing Legal Services Agreement with a local law firm that could be utilized by the County Attorney to assist with matters such as, general "overflow" legal work, serving as Acting County Attorney in the absence of the County Attorney, advising and assisting with the prosecution of County Code violation cases and representing the County in more routine County Court and Circuit Civil litigation matters.

Although legal services are exempt from competitive procurement under Sec. 2-195 of the County Code, the County Attorney conducted a search of all licensed attorneys in Levy County, reviewed their qualifications, other publicly available information and considered conflict issues. After doing so, the County Attorney recommends approval of the attached Continuing Legal Services Agreement with Bullock Law Firm, PLLC for general outside counsel legal services.

10. **Recommended Approval**

- a. **Department Director:** Yes No N/A



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- b. **County Attorney:** Yes No N/A
- c. **County Coordinator:** Yes No N/A
- d. **Other:** Yes No N/A

CONTINUING LEGAL SERVICES AGREEMENT

This Continuing Legal Services Agreement (“Agreement”) is made by and between **LEVY COUNTY, FLORIDA**, a political subdivision of the State of Florida (“County”) and the **BULLOCK LAW FIRM, PLLC, a Florida Professional Limited Liability Company** (“Bullock Law”).

ARTICLE I. SCOPE OF SERVICES. Bullock Law is retained to provide, on an as-needed as-requested basis, continuing legal services for the County as generally described, without limitation, below (“General Services”). In addition, the parties may negotiate Special Services on a specific project or specific case basis. All requests for legal services will be made to Bullock Law, in writing, from the Office of the County Attorney.

- Be available to assist the County Attorney with “overflow” legal matters and serve as Acting County Attorney in the absence of the County Attorney.
- Negotiate, draft and/or review contracts, ordinances, resolutions, policies, and procedures, and other transactional and regulatory documents.
- Advise and assist with the prosecution of County Code violation cases.
- Advise and assist with real property matters.
- Represent the County in County Court and Circuit Civil litigation matters.

ARTICLE II. COMPENSATION AND INVOICES.

2.1 Bullock Law will be compensated for General Services on an hourly basis at the following rates: Attorneys \$225 per hour and Paralegals \$75 per hour.

2.2 Compensation for Special Services will be negotiated on a project by project or case by case basis, subject to the written approval of the County Attorney or Board of County Commissioners, as applicable. The terms for invoicing for Special Services shall be determined as part of the negotiations.

2.3 Bullock Law will be reimbursed for costs incurred which are directly related to the provision of services, including, but not limited to: copy and fax costs, long distance telephone costs, express mail and on-line research expenses. For travel authorized in advance by the County, Bullock Law will be reimbursed in accordance with the provisions governing the travel of public officers and employees contained in Section 112.061, Florida Statutes. Documentation of such costs and expenses must be provided with the invoice.

2.4 Bullock Law will submit invoices for work performed under this Agreement, in arrears, on a monthly basis. All invoices must be emailed to the County Attorney at

the email address provided in Section 6.7 for review and processing for payment. No invoice is required for a month in which no billable work, costs or expenses were occurred. All invoices must include sufficient detail for proper pre-audit and post-audit thereof to insure that the work performed, expense or cost incurred actually took place, and that the correct amount has been charged.

2.5 In the event a portion of an invoice submitted to the County for payment to Bullock Law is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

2.6 In the event sufficient budgeted funds are not available for outside counsel, the County Attorney shall provide written notice to Bullock Law to cease work until further notice. Bullock Law may invoice for all work completed prior to the date and time of the written notice.

ARTICLE III. TERM AND TERMINATION.

3.1 The term of this Agreement shall commence on August 7, 2024 and shall continue until terminated pursuant to the provisions of this Agreement.

3.2 The County or Bullock Law may terminate this Agreement without cause by giving written notice to the other of its intent to terminate this Agreement. Such written notice of intent shall be given thirty (30) days prior to the actual date of termination unless a lesser or greater amount of time is mutually agreed to by the parties.

3.3 Either party may terminate this Agreement for cause immediately by giving written notice to the other of the termination and the reason therefor.

3.4 Upon notification of termination, the parties shall cooperate to provide for an orderly transfer of any outstanding work from Bullock Law to the Office of the County Attorney. The rights, duties and responsibilities of the parties shall continue in full force until the termination date.

3.5 Upon termination, Bullock Law will submit a final monthly invoice for all work completed and incurred on or prior to the date and time of termination.

ARTICLE IV. DESIGNATED PERSONNEL. The County Attorney will administer this Agreement on behalf of the County. Bullock Law shall be entitled to reasonably rely upon direction received from the County Attorney. Walker W. Bullock will administer this Agreement on behalf of Bullock Law. Additional attorneys employed by Bullock Law may be used in the provision of legal services to the County under the supervision and at the direction of Walker W. Bullock.

ARTICLE V. INDEPENDENT CONTRACTOR. Bullock Law is, and shall be, in the performance of the services provided herein an independent contractor and not an

employee of the County. All persons engaged in the provision of services provided pursuant to this Agreement shall, at all times, be subject to the sole discretion, supervision, and control of Bullock Law. Bullock Law does not have the power or authority to bind the County in any promise, agreement or representation unless specifically authorized by the Board of County Commissioners and/or the County Attorney.

ARTICLE VI. GENERAL PROVISIONS.

6.1 Public Records. IF BULLOCK LAW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BULLOCK LAW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LEVY COUNTY BOCC, AT P.O. BOX 310, BRONSON, FL 32621, PHONE: (352) 486-5218, EMAIL: DEAN-WILBUR@LEVYCOUNTY.ORG

Bullock Law is required to comply with Chapter 119, Florida Statutes, in the performance of this Agreement, including specifically:

- a. Keep and maintain public records required by the County to perform the services.
- b. 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 in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. 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 this Agreement term and following termination of this Agreement if Bullock Law does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Bullock Law or keep and maintain public records required by the County to perform the service. If Bullock Law transfers all public records to the County, Bullock Law shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bullock Law keeps and maintains public records upon completion of this Agreement, Bullock Law shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

6.2 Insurance. During the term of this Agreement, Bullock Law shall maintain the following minimum limits of insurance coverage:

- | | | |
|----|------------------------------|-------------|
| A. | Commercial General Liability | \$1,000,000 |
| B. | Professional Liability | \$1,000,000 |

6.3 Conflict of Interest. Bullock Law represents that it presently has no on-going or frequently recurring conflict that would preclude performance of this Agreement. Bullock Law shall promptly notify the County Attorney in writing of any circumstance or representation of another client that may create a conflict of interest or other circumstance which may influence or appear to influence Bullock Law's judgment or quality of service as relates to a specific matter for which legal services are requested under this Agreement. Bullock Law shall comply with the Florida Bar's ethics rules and applicable provisions in Chapter 112, Florida Statutes, in the provision of the legal services under this Agreement.

6.4 Compliance with laws. Bullock Law shall comply with all applicable provisions of State and Federal law in the performance of legal service under this Agreement,.

6.4 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for all legal actions necessary to enforce this agreement shall be in Levy County, Florida.

6.5 Entire Agreement. The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof.

6.6 Amendments. This Agreement may be amended only in writing signed by both parties. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, unless otherwise expressly provided.

6.7 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

County: Nicolle Shalley, County Attorney
 P.O. Box 310
 Bronson, FL 32621
 Email: LevyCountyAttorney@levycounty.org
 Office phone: 352-486-3390

Cell phone: 352-441-0024

Bullock Law: Bullock Law Firm, PLLC
Attn: Walker Bullock
1000 NE 6th Blvd
Williston, FL 32696
352-528-4060
Walker@BullLawFlorida.com
Office@BullLawFlorida.com

Either party may, by written notice given to the other party, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

LEVY COUNTY, FLORIDA

Desiree Mills, Chair
Board of County Commissioners

ATTEST:

Date: _____

Danny J. Shipp, Clerk of the Circuit
Court and Ex-officio Clerk to the Board

Approved as to form and legal sufficiency:

Nicolle M. Shalley, County Attorney

BULLOCK LAW FIRM, PLLC

By: Walker W. Bullock, its Manager

Witness:

Date: _____

Signature
Print Name: _____