

## Board of County Commissioners Agenda Request

**Date of Meeting:** November 21, 2023  
**Date Submitted:** October 25, 2023  
**To:** Honorable Chairman and Members of the Board  
**From:** Edward J. Dixon, County Administrator  
**Subject:** Board Direction on Gadsden County Legal Services

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### **Statement of Issue:**

This agenda item is presented to the Board for direction regarding the legal services for Gadsden County.

### **Background:**

At the December 17, 2019, Board of County Commissioners meeting, the Board approved Pittman Law Group as the firm to provide legal services for the County. The contract was negotiated and presented to the Board at the February 4, 2020, Board Meeting. The term of the agreement shall commence on February 4, 2022, and shall terminate as of February 21, 2022. After the two-year term, at the sole option of the County, the Agreement may be extended for an additional two one-year terms by writing signed by both parties.

On February 1, 2022, the Board approved an agreement for legal services effective February 1, 2022, and shall terminate as of March 1, 2024.

### **Analysis:**

Staff were directed to place an agenda item on the agenda for the November 7, 2023, BOCC meeting regarding the legal services agreement.

### **Fiscal Impact:**

None at this time.

**Options:**

1. Board direction.

**County Administrator's Recommendation:**

Option 1.

**Attachment(s):**

1. Legal Services Agreements.

## **AGREEMENT FOR LEGAL SERVICES**

The agreement ("Agreement"), with an effective date of February 1, 2022 is by and between the BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, hereinafter referred to as "COUNTY", and Pittman Law Group, P.L., 1028 East Park Avenue, Tallahassee, FL hereinafter referred to as "COUNTY ATTORNEY" or "FIRM."

### **RECITALS**

A. FIRM is an independent contractor engaged in providing legal services.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and mutual covenants and obligations contained herein, BOARD and FIRM hereby agree as follows:

#### **1. SCOPE OF SERVICES**

1.1 During the term of this Agreement, FIRM agrees to provide the following services:

- 1.1.1 Represent COUNTY in all regular Board meetings and pre-briefings as requested.
- 1.1.2 Routine telephonic and email legal consultation with COUNTY Board Members, the County Administrator, and the County staff, and provide routine legal support as requested.
- 1.1.3 Prepare ordinances, contracts, resolutions, documents, leases, and other papers as required.
- 1.1.4 Prepare documents required by COUNTY in connection with special elections, except bond elections.
- 1.1.5 Advise and prepare legal opinions as may be required.
- 1.1.6 Represent COUNTY in litigation and preparation of rights of way and easements and services performed in connections with issuance of bonds.

#### **2. TERM AND TERMINATION**

2.1 The term of this Agreement shall commence on March 1, 2022 and shall terminate as of March 1, 2024. Either party may terminate this Agreement, with or without cause, by written notice of termination to the other party. Termination shall be effective as of the close of business on the date such written notice is received by the other party.

#### **3. COMPENSATION**

3.1 In consideration of the services to be performed by FIRM, COUNTY agrees to compensate FIRM for services rendered as follows:

- 3.1.1 A monthly installment of \$7,000, which will apply for the first 50 hours of legal services provided.
- 3.1.2 Any legal services provided that exceed the first 50 hours will be billed at the rate

of \$175.00 per hour for Attorney Sean Pittman, \$175.00 per hour for Attorney Clayton Knowles, \$175.00 per hour for Attorney Opal McKinney-Williams, and \$150 per hour for Attorney Jasmyne Henderson.

3.1.3 FIRM will provide a separate invoice to the COUNTY for any charges for copies, consultants, travel expenses, and other expenses.

3.2 Payment to FIRM shall constitute COUNTY's entire liability to FIRM under this Agreement. FIRM shall not be entitled to any additional work, fee, success fee, contingent payment, or other compensation.

#### **4. PAYMENT AND TAXES**

4.1 FIRM shall be responsible for the payment of all federal, state, and local taxes (including, but not limited to, income taxes, F.I.C.A. and unemployment taxes) in connection with the compensation paid by COUNTY.

#### **5. INDEPENDENT CONTRACTOR**

5.1 FIRM is at all times, during the performance of services under this Agreement, acting as an independent contractor and neither as an employee of COUNTY nor as a joint venture with COUNTY. FIRM understands and acknowledges that as an independent contractor, FIRM is not entitled to any personal benefits, such as life or health benefits, vacation, sick leave, unemployment benefits, or retirement pay from COUNTY.

#### **6. COMPLIANCE WITH LAW**

6.1 FIRM is a Professional Limited Liability Company, organized under the laws of the State of Florida, and possesses any and all licenses (including a business license in the City where FIRM has its business) and/or governmental approvals to perform the Services contemplated by this Agreement. FIRM agrees to comply with all applicable federal, state, and local laws, regulations and orders relating to the Services.

#### **7. INDEMNIFICATION**

7.1 FIRM agrees to indemnify, defend, and hold harmless COUNTY, its directors, officers, agents, and employees, from and against any and all liabilities, claims, suits, loss, fines, penalties, damages, costs, and expenses, including but not limited to, attorneys' fees and costs of court, including all appeals arising out of, in connection with or related to this Agreement or the performance of the Services. LEGAL CONSULTANT shall carry appropriate insurance to protect COUNTY.

#### **8. RESPONSIBILITIES**

8.1 In reliance upon information and guidance provided by COUNTY, FIRM will provide legal counsel and assistance to client in accordance with this letter. COUNTY will be responsible for

advising FIRM whether any document prepared or received and sent to COUNTY for approval or review reflects the principal terms of this agreement or other expectations, as the case may be.

8.2 Either at the beginning or during the course of representation, FIRM may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available to FIRM at the time, and must not be construed as a promise or guarantee of any particular result. No guarantees are possible in matters such as this.

## **9. GENERAL PROVISIONS**

9.1 The Article, Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.2 The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement, shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Florida.

9.3 This Agreement constitutes the sole and only agreement of the contracting parties and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter. There are no promises, terms, conditions or obligations of the parties pertaining to that subject matter other than as contained in this Agreement.

9.4 Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party.

9.5 The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

9.6 Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

9.7 If any action at law or in equity, including an action for declaratory relief is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which the court may set in the same action or in a separate action brought for the purpose, in addition to any other available relief.

9.8 Each party shall bear the expenses (including attorneys' fees) incurred by it in connection with the negotiation, execution, and delivery of this Agreement and the consummation of the transactions described in this Agreement.

9.9 This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this

Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party or its or any other party's compliance with any representations or warranties or with any provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

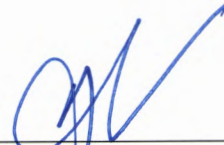
9.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

9.11 Any notices to be given under this agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first set forth above.



Sean Pittman, Pittman Law Group, P.L.



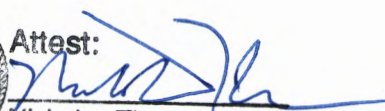
Board of County Commissioners of  
Gadsden County, Florida  
Anthony O. Viegbesie, Ph.D.  
Chairman

2-28/2022  
DATE

2/1/22  
DATE



Attest:

  
Nicholas Thomas, Clerk