



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

1477 West Fairbanks Avenue, Suite 100 • Winter Park, Florida 32789
Telephone 407-571-2152 • Facsimile 407-571-1496

February 16, 2021

Arne Bast Brown, Esq.
Levy County Board of Commissioners
County Attorney
612 East Hathaway Avenue
Bronson, FL 32621

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Re: Hourly Rates

Dear Arne:

The hourly rates our firm charges for services to the Levy County Board of Commissioners have not been increased since 2019. Accordingly, at this time we request a modest increase of \$25.00 per hour for partners and associates. If acceptable, the new rates would be \$285.00 per hour for partners, \$285.00 per hour for associates and \$110.00 per hour for paralegals.

It is a privilege to represent the Levy County Board of Commissioners, and we trust this increase is acceptable. We will make this new rate effective April 1, 2021, unless I hear from you to the contrary.

Please give me a call if you have any questions.

Sincerely,

Wayne L. Helsby

WLH/csh

cc: Robert L. Norton, Esq.
Debbie Melara

Miami • Orlando • Tallahassee • Tampa

AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS AMENDMENT TO AGREEMENT is made and entered into effective April 1, 2021, by and between Levy County, a political subdivision of the State of Florida (County), and Allen, Norton & Blue, P.A. (Law Firm).

WITNESSETH:

WHEREAS, on July 1, 2013, the County and the Law Firm entered into an Agreement for Legal Services by the Law Firm for the County in connection with various labor and employment matters for the County (herein referred to as "the 2013 Agreement"); and

WHEREAS, effective on October 1, 2016, the County and the Law Firm entered into an Amendment to Agreement for Legal Services amending the 2013 Agreement's hourly rate of the Law Firm's partners, senior associates, and associates (herein referred to as "the 2016 Amendment"); and

WHEREAS, effective March 1, 2019, the County and the Law Firm entered into an Amendment to Agreement for Legal Services amending the 2016 Agreement's hourly rate of the Law Firm's partners, senior associates, and associates (herein referred to as "the 2019 Amendment") (the 2013 Agreement, the 2016 Amendment and the 2019 Amendment herein collectively referred to as "the Agreement"); and

WHEREAS, the County and the Law Firm desire to amend the Agreement to provide for an increase in the hourly rate of the Law Firm's partners, associates, and paralegals, and to address requirements for public records language pursuant to Section 119.0701, Fla. Stat.;

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, the County and the Law Firm agree as follows:

1. Paragraph 4 of the Agreement will be amended as follows (deletions shown as ~~stricken through~~, additions shown as underlined):

4. The billing rate for partners, senior associates and associates will be ~~\$260.00~~ \$285.00 per hour. The billing rate for paralegals will be ~~\$100.00~~ \$110.00 per hour. These rates will not be increased during any term of this Agreement without approval of the County.

2. A new paragraph 11 is added to the Agreement, to read as follows:

11. The Law Firm shall comply with public records laws in the performance of services pursuant to this Agreement. Specifically, the Law Firm shall:

- a. Keep and maintain public records required by the County to perform the services;
- b. Upon request by the County's custodian of public records, provide the County with a copy of 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, Fla. Stat., 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 the term of this Agreement and following completion of the services to be provided by the Law Firm under this Agreement if the Law Firm does not transfer the records to the County; and
- d. Upon completion of the services to be provided under this Agreement, transfer, at no cost, to the County all public records in possession of the Law Firm or keep and maintain public records required by the County to perform the services. If the Law Firm transfers all public records to the County upon completion of the services, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the services, the Law Firm shall 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.

The definitions contained in Chapter 119, Fla. Stat., apply to terms used in this paragraph unless alternate or more specific definitions for any such terms are provided in this Agreement. For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of the County, or his/her designee.

IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218

EMAIL: LEVYBOCC@LEVYCOUNTY.ORG

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

3. All other provisions of the Agreement not in conflict with this Amendment to Agreement for Legal Services will remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment to Agreement for Legal Services to be effective as of the date and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY**

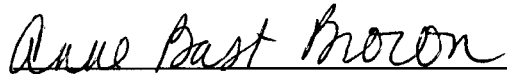
John Meeks, Chair

Date: _____

ATTEST: Danny J. Shipp, Clerk of the
Circuit Court and Ex Officio Clerk to
the Board of County Commissioners

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

ALLEN, NORTON & BLUE, P.A.

Wayne L. Helsby

Date: _____

Witness: _____

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