

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/15/2020

Contract/Lease Control #: C21-3026-BCC

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: HALL, GILLIGAN, ROBERTS & SHANLEVER, LLP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/10/2020

Expiration Date: UNTIL JOB IS COMPLETE

Description of: LEGAL SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



Mark L. Bonfanti  
Partner

HALL, GILLIGAN, ROBERTS & SHANLEVER LLP  
1241 Airport Road, Suite A  
Destin, Florida 32541

Direct 850.545.0038  
mbonfanti@hgrslaw.com

December 3, 2020

**VIA EMAIL**

John Hofstad  
County Administrator  
Okaloosa County, Florida  
1250 N. Eglin Pkwy, Suite 102  
Shalimar, Florida 32579

Re: *Engagement for Legal Services*

Dear Mr. Hofstad:

We appreciate your contacting us regarding your use of Hall, Gilligan, Roberts & Shanlever LLP (the "Firm") for legal services. This letter sets forth the terms on which the Firm will provide legal services to Okaloosa County (the "Client") relating to employment and labor-related advice and investigations, including, but not necessarily limited to, review and analysis of one or more of the Client's job descriptions/positions for compliance with applicable wage and hour laws (the "Engagement"). Please review these terms and confirm your agreement on behalf of the Client by returning a signed copy of this letter by email.

1. We anticipate that the legal services in the Engagement will consist of advice and counseling, reviewing and analyzing documents, conducting legal research, drafting documents, reviewing investigations, interviewing managers or other employees regarding the job duties of the positions at issue, and other tasks customarily performed by legal counsel in engagements of this nature.
2. I will be the primary contact with the Firm. To ensure that you receive the most efficient and cost-effective service, I may call upon others in the Firm, including an associate and/or a paralegal, to assist as appropriate. All services will be provided by professionals we deem to have the level of skills and experience appropriate for the task.
3. The Client agrees to pay all fees and expenses incurred by the Firm on behalf of the Client. Fees are for legal services performed by the Firm and are based on hourly rates. Such fees cover time, effort, and resources expended on behalf of the Client, and are not contingent upon any particular outcome. The hourly rate for myself is \$175, and paralegals are billed at \$125/hour. To the extent any associates in the Firm assist on the Engagement or any other matters for the Client, their hourly rate will be at or below \$175, depending on their level of experience. The Firm generally issues invoices in the month following the month

in which legal services are performed, with payment due upon receipt.

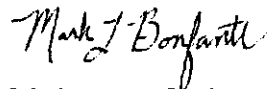
4. In addition to fees, the Firm also may incur expenses on the Client's behalf for items such as travel expenses, photocopying or imaging, computerized legal research, and postage, courier or delivery services. Such expenses charged to the Client will not exceed those actually incurred on its behalf. We may request that the Client directly make any payment due to a third party for expenses of \$250.00 or more.
5. We depend on you to help us identify, now and as the representation progresses, persons or entities that may be in a position directly adverse to the Client's interests in this representation. We also depend on you to help us identify those who are likely to be adversely affected by our representation of the Client. Please advise us of any change in the Client's status, owners, affiliates, that might affect our analysis of actual or potential conflicts of interests. We have checked our records for potential or actual conflicts and have discovered no facts indicating that any such conflicts exist at this time. We know of no other interests, including our own that will materially and adversely affect our ability to exercise independent professional judgment on your behalf.
6. As you know, the legal privilege accorded attorney-client communications exists to encourage candid and complete communication between client and attorney. The attorney-client privilege can be lost if our written or oral communications are shared inappropriately with others outside of the Client's management. Please discuss with us in advance any intention you may have to include anyone else in our confidential communications.
7. The Firm will maintain all documents the Client furnishes to us in our client files. At the conclusion of our work for the Client (or earlier if appropriate), it is the Client's obligation to advise the Firm as to which, if any, of the documents in our files that the Client wishes to have returned. The Firm may keep copies to the extent we believe advisable for our records, and will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.
8. The Client or the Firm may terminate this engagement at any time with reasonable written notice, subject to applicable rules of professional responsibility. Furthermore, in the event we have performed no services for you for any consecutive 180-day period, we will assume that our engagement has been terminated as of the last day we performed services. Upon termination, the Client will confirm in writing that the Firm is free from any obligation to perform further services and will pay any unpaid fees or expenses to the Firm performed or incurred prior to the date of termination. Likewise, the Firm will ensure an orderly transition of any matter for which our engagement is severed.
9. Unless you tell us otherwise, we will send correspondence and statements for services related to this representation to you. We understand unless advised otherwise that we

John Hofstad  
December 3, 2020  
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may communicate with you concerning our work for the Client by mail, email, or telephone (land line or mobile).

Please confirm that the foregoing accurately reflects your understanding of the terms of our engagement by returning a signed copy of this letter by email, facsimile or U.S. mail to the address above. We appreciate the trust you have placed in our Firm, and we very much look forward to working with you.

Sincerely,

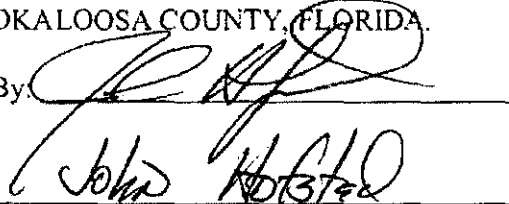


Mark L. Bonfanti

Acknowledged and agreed to, this 10 day of December, 2020.

OKALOOSA COUNTY, FLORIDA.

By



Printed Name

County Administrator

Title