

**AMENDED AND RESTATED CITY ATTORNEY AGREEMENT**

The City of Ocala, a Florida municipal corporation ("City"), and Robert W. Batsel, Jr., (~~"City Attorney" or "Batsel"~~), Patrick G. Gilligan, (~~"Gilligan"~~), and W. James Gooding III, ~~of Gilligan, Gooding, Batsel, Anderson & Phelan, P.A., 1531 SE 36<sup>th</sup> Avenue, Ocala, FL 34471 ("City Attorney")~~), mutually agree as follows:

- ~~1. W. James Gooding III shall be appointed as City Attorney, and Patrick G. Gilligan and Robert W. Batsel, Jr., shall be appointed as Assistant City Attorneys, for a term commencing at 12:00 a.m. on November 1, 2020, and ending at 12:00 a.m. on November 4, 2020. Immediately thereafter, Robert W. Batsel, Jr. shall be appointed as City Attorney, and Patrick G. Gilligan and W. James Gooding III shall be appointed as Assistant City Attorneys, for a term commencing at 12:00 a.m. on November 4, 2020, and ending on October 31, 2022, at which point City Attorney may be reappointed for additional terms as provided by the City Charter.~~

~~The WHEREAS:~~

~~A. Batsel, Gilligan, and Gooding, of Gilligan, members of the law firm of Gooding, Batsel, Anderson & Phelan, P.A. ("Gilligan Firm") serve in the capacity of City Attorney and Assistant City Attorneys, respectively, pursuant to that certain "City Attorney Agreement" dated October 21, 2020 ("City Attorney Agreement"). Specifically, Batsel serves as the City Attorney while Gilligan and Gooding serve as Assistant City Attorneys.~~

~~B. The term of the City Attorney Agreement expires on October 31, 2022.~~

~~C. Effective January 1, Gilligan will continue practicing law as a shareholder of the Gilligan Firm, but Batsel and Gooding will depart the Gilligan Firm and practice law with the firm of Gooding & Batsel, PLLC ("Batsel Firm").~~

~~D. Notwithstanding the firm transition, the parties hereto desire for Batsel, Gilligan and Gooding to continue to serve in their respective capacities and for the City to engage the Batsel Firm and the Gilligan Firm to jointly perform the responsibilities of the City Attorney pursuant to the terms set forth in this Amended and Restated City Attorney Agreement.~~

- ~~1. Effective January 1, 2022, Batsel shall continue in his appointment as City Attorney, and Gilligan and Gooding shall continue in their respective appointments as Assistant City Attorneys, for a term ending on October 31, 2022. The City hereby engages the Batsel Firm, the Gilligan Firm, and partners or associates of either Firm (collectively "City Attorneys") to perform the services set forth below.~~
2. City Attorney shall serve as Chief Legal Advisor to the City, the City Council, the City Manager and all City departments, offices and agencies, shall represent the City in all legal proceedings and shall perform any other duties as prescribed by the City Charter or the City Code of Ordinances. ~~The Legal work may be performed by the City Attorney may assign legal work to the~~ Assistant City Attorneys or partners or associates of ~~his law firm~~ the Batsel Firm or Gilligan Firm (each a "Firm") as long as all work is accomplished in accordance with the Rules of Professional Responsibility of the Florida Bar. All such work shall be billed in accordance with the schedule and procedures set forth below.

3. The City shall compensate ~~the City Attorney~~each Firm based on the following schedule and procedure:
- 3.1. The City ~~Attorney and Assistant City Attorneys, and the partners and associates of same~~ shall be paid an hourly rate of \$245.00 per hour for all services provided pursuant to the direction and supervision of the City Attorney or Assistant City Attorneys, except as set forth in Paragraph 3.8 below.
  - 3.2. A detailed breakdown of services performed by each Firm shall be prepared and ~~included~~within itemized ~~bill~~bills submitted to City Council monthly by City Attorney. ~~This bill~~These bills shall include all hours worked and costs incurred by ~~the City Attorney~~each Firm and attorneys employed by ~~his offices~~such Firm for legal work performed as legal counsel for the City.
  - 3.3. ~~The City Attorney~~Neither Firm shall ~~not~~ charge for routine office overhead incurred during the course of providing services ~~as City Attorney~~hereunder, such as ordinary photocopying, postage and telephone charges.
  - 3.4. Routine costs incurred in the representation of the City may be paid directly by the City or ~~the City Attorney~~each Firm to the ~~vendor~~vendors or service ~~provider~~providers. If paid by ~~the City Attorney~~or a Firm, said routine costs shall be submitted to City for reimbursement and itemized as required by paragraph 3.2 above. Routine costs shall include, but are not limited to, filing fees, deposition costs, subpoena costs, witness fees, expert witness fees, municipal legal publications and large scale non-routine photocopying such as voluminous discovery requests and large mail outs or priority or overnight shipping costs.
  - 3.5. In addition to ~~the Firm's~~ fees for legal services, City agrees to pay ~~the each~~ Firm for out-of-pocket expenditures, plus sales tax if required by Florida law. In the event unusually large costs or advances are anticipated, ~~the each~~ Firm reserves the right to require a cost deposit from City prior to undertaking the expenditure of funds on City's behalf. Out-of-pocket expenses incurred in connection with this matter include, without limitation, application fees, filing and witness fees, travel, sheriff's fees, deposition and investigative expenses, photocopying, express mail, telephonic transmissions, court costs, computer research charges ~~(, long distance phone charges, and all other expenses which charge in the opinion of the Firm are necessary to the proper advancement of the City's representation. With regard to computer research charges, such charges~~ to City shall not exceed the percent of ~~each~~ Firm's computer research charges equal to the percent of the Firm's total computer research use that was used on behalf of City during a month. However, the City reserves the right, in its exclusive discretion, to limit and control the amount of computer research time utilized by ~~the City Attorney), long distance phone charges, and all other expenses which in the opinion of the Firm are necessary to the proper advancement of the City's representation. City authorizes the~~ City Attorneys or either Firm. City authorizes each Firm to withdraw any of City's funds in the trust account to pay the Firm's fees or expenses. Any deposit is refundable to the extent that it is not expended on City's case.
  - 3.6. ~~The City Attorney~~Either Firm should receive prior approval, if possible, from City Council for out-of-town travel or training prior to submitting costs to the City for payment. ~~The City Attorney, and~~ shall be governed by the same City travel and training reimbursement policies as City employees.

- 3.7. The City shall provide in kind support for extraordinary requirements relating to postage, copying and record storage.
- 3.8. Notwithstanding the foregoing, City may charge third parties for land use and land development work at the hourly rate set forth in the City Code but in no case less than as set forth herein.

4. Paralegal Reimbursement.

- 4.1. The City shall reimburse the ~~City Attorney~~Gilligan Firm for the partial cost of the dedicated City Paralegal consistent with past practice by reimbursing ~~City Attorney~~the Gilligan Firm for 95% of his/her actual annual cost paid by ~~City Attorney's law firm~~the Gilligan Firm. Those costs shall be submitted annually to the City Manager for review and approval and shall include:

Salary and Wages
Medicare
Social Security
401(k)
Profit Sharing
Disability Insurance
Health Insurance

- 4.2. Additionally, the computer equipment (computer, monitor, scanner, printer) utilized by the City Paralegal, including the expense and maintenance of same, shall be included in the Paralegal Reimbursement. ~~The current monthly maintenance fee for the computer is \$20.00. The maintenance fee expense shall be billed as an overhead item and included on the monthly invoice for Paralegal Reimbursement.~~
- 4.3. Because the ~~City Attorney's~~Gilligan Firm's computer network is not connected with the City's network, and to ~~assure~~ensure that the computer equipment used by the City Paralegal is compatible with the ~~City Attorney's~~Gilligan Firm's server and various specialized software programs utilized by City ~~Attorney~~Attorneys, the ~~City Attorney~~Gilligan Firm will assume the responsibility for investigating which computer equipment meets the needs and compatibility requirements of City ~~Attorney~~Attorneys. The City shall reimburse ~~City Attorney~~the Gilligan Firm for the reasonable cost of the computer equipment used by the City ~~Attorney's paralegal~~Paralegal. The computer equipment will be the property of the City and included in its inventory of equipment, and shall be returned to City when no longer used by ~~City Attorney~~the Gilligan Firm or such computer equipment becomes obsolete.

5. Conflict of Interest.

- 5.1. City ~~Attorney~~has~~Attorneys~~have advised City, and City is aware, that City ~~Attorney~~Attorneys represents not only City, but also private persons and entities (collectively, "Other Clients") in the municipal limits of City and surrounding areas, and that occasionally, such Other Clients – and particularly developers or contractors – have relationships with, or seek approvals from, City.

- 5.2. City ~~Attorney~~Attorneys may not, of course, represent any ~~of its~~ Other Clients in connection with their dealings with City as to any matter that would give rise to a conflict of interest between such Other Clients and City. By way of illustration, and not limitation, City ~~Attorney~~Attorneys may not represent any developer in connection with any land use approvals to be provided by City, but may communicate with City staff concerning general development issues that are not the subject of pending ~~requests~~ requests for approvals; if City ~~Attorney~~ or a Firm deals with City staff in connection with such latter matters, it shall remind City staff that it is communicating with them, not as ~~the City Attorney~~ Attorneys, but rather as a private attorney.
- 5.3. City ~~Attorney~~Attorneys shall advise all ~~of its~~ Other Clients of ~~its~~their status as City ~~Attorney~~Attorneys, that ~~City Attorney~~it may not represent the Other Clients in matters involving the City, and that, if a conflict of interest arises between City and the Other Clients, City ~~Attorney~~Attorneys may represent City and not Other Clients to the extent permitted by Rules of Professional Responsibility of the Florida Bar.
- 5.4. In the event that any matter involving an Other Client is brought up at a City Council or City staff meeting in which the City Attorney or an Assistant City Attorney is in attendance, and if any question is presented to ~~the City Attorney or the City Attorneys~~such attorney or such attorney is asked to participate in the discussion, ~~the City Attorneys~~such attorney shall, to maintain transparency, first advise City that it represents the Other Client in connection with other matters but is representing the City alone in connection with the pending matter.
- 5.5. City Council may supplement the provisions of this paragraph 5 by resolutions or other rules.
- 6. ~~This~~This Amended and Restated City Attorney Agreement may be amended at any time with the mutual consent of City and City Attorney. Amendments of this agreement shall be in writing, executed by all participants.

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The City and City Attorney have executed this agreement the \_\_\_\_ day of ~~October,~~ December, 2021.

ATTEST: City of Ocala, a Florida municipal corporation

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

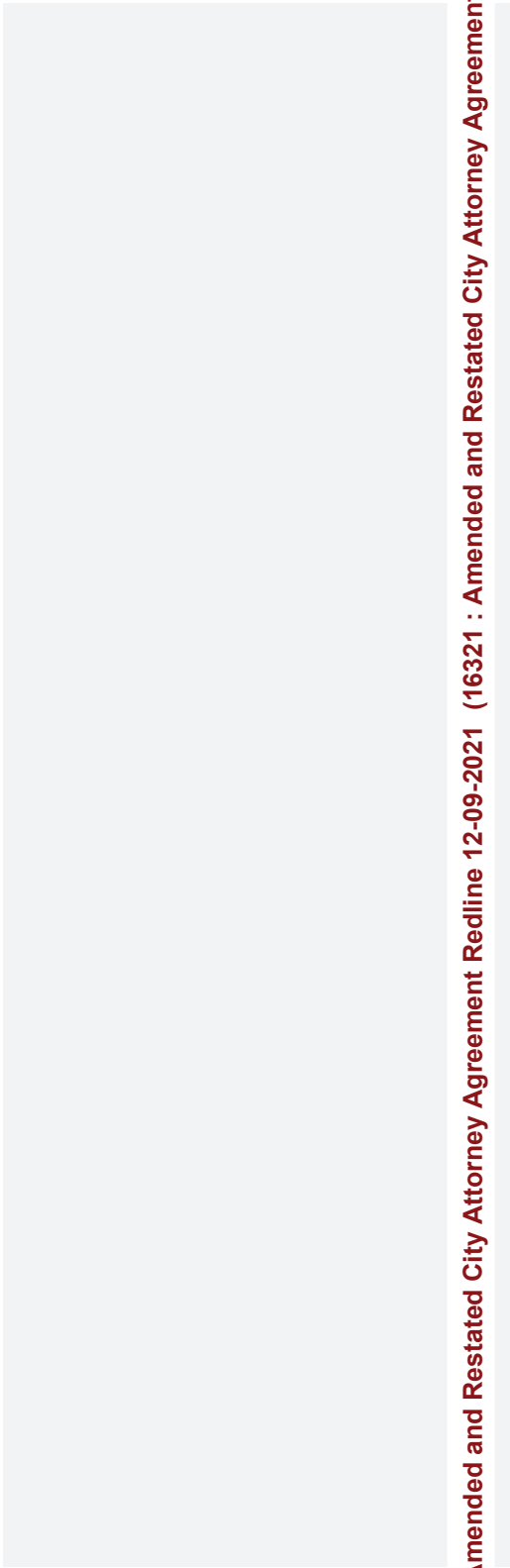
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~~Justin Grabelle-Ire Bethea~~  
President, Ocala City Council

\_\_\_\_\_  
Robert W. Batsel, Jr.  
City Attorney

\_\_\_\_\_  
Patrick G. Gilligan  
Assistant City Attorney

\_\_\_\_\_  
W. James Gooding III  
Assistant City Attorney

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