

**CONTINUING LEGAL SERVICES AGREEMENT
WITH NABORS, GIBLIN & NICKERSON, P.A.**

This Continuing Legal Services Agreement (“Agreement”) is made and entered into this 16th day of November, 2021, by and between LEVY COUNTY, FLORIDA, a political subdivision of the State of Florida (“County”) and the law firm of NABORS, GIBLIN & NICKERSON, P.A. (“NGN”) for the provision of continuing legal services as more particularly set forth herein.

WITNESSETH

WHEREAS, NGN represents that it has the ability to render the services as required by the County as set forth herein; and

WHEREAS, the County seeks to engage NGN to provide continuing legal services as requested by the County.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. RECITALS. The above recitals are true and correct and are incorporated herein as essential terms of this Agreement.

ARTICLE II. SCOPE OF SERVICES. When requested by the County Attorney, NGN shall provide continuing legal services on an as needed basis in accordance with the Scope of Services set forth in EXHIBIT “A” attached hereto and incorporated by reference.

ARTICLE III. COMPENSATION AND INVOICES.

3.1 Compensation. Compensation under this Agreement shall be as set forth in EXHIBIT “B” attached hereto and incorporated by reference.

3.2 Invoices. NGN shall submit invoices for any work performed under this Agreement on a monthly basis. All invoices shall be submitted to the County Attorney, whose contact information is set forth in 9.8 below.

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

ARTICLE IV. TERM AND TERMINATION.

4.1 The term of this Agreement shall be from November 1, 2021 and continue until terminated pursuant to the provisions of this Agreement.

4.2 Termination. The County or NGN 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.

4.3 Upon such notification of termination, the parties shall cooperate to provide for an orderly transfer of responsibilities from NGN to its successor, if applicable.

4.5 In the event sufficient budgeted funds are not available for a new monthly period, the County shall notify NGN of such occurrence and the Agreement shall terminate on the last day of the current monthly period without penalty or expense to the County. Such termination shall be deemed without cause.

4.6 The rights, duties and responsibilities of NGN shall continue in full force during the period of notice of termination set forth herein.

4.7 If the Agreement is terminated by the County or NGN as provided herein, NGN will be paid an amount which is equal to the total of all fees or costs incurred on or prior to the date of termination.

ARTICLE V. DESIGNATED PERSONNEL. Services provided by NGN to the County shall be directed by Heather Encinosa. Additional attorneys employed by NGN shall be used in the provision of legal services to the County on an as needed basis and at the direction of Heather Encinosa or her designee.

ARTICLE VI. INDEPENDENT CONTRACTOR. NGN 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 services provided herein shall at all times, and in all places, be subject to the NGN's sole discretion, supervision, and control. NGN does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for herein.

ARTICLE VII. CONTRACT ADMINISTRATION.

7.1 NGN shall accept direction from the County Attorney in the administration of its duties hereunder to the extent that such direction and instruction does not conflict with the authority, policy, or direction of the Board of County Commissioners.

7.2 NGN shall be entitled to reasonably rely upon direction received from the County Attorney.

ARTICLE VIII: CONTRACTOR REQUIREMENTS & CERTIFICATIONS.

8.1 NGN hereby certifies that it is legally entitled to enter into this Agreement with the County and that it will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable laws by the performance of this Agreement.

8.2 In connection with the services to be performed under this Agreement, NGN shall comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE IX. GENERAL PROVISIONS.

9.1 Public Records.

IF NGN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NGN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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

NGN must comply with the public records laws, Florida Statute Chapter 119, specifically NGN must:

- a. Keep and maintain public records required by the County to perform the service.
- 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 the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9.2 Insurance. During the term of this agreement, NGN shall maintain the following amounts of insurance as set forth on Exhibit "C" attached hereto or in a greater amount.

9.3 Conflict of Interest. NGN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of this legal services provided herein, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. NGN shall promptly notify the County in writing of any circumstance or representation that may create a conflict of interest or other circumstance which may influence or appear to influence the NGN's judgment or quality of service. NGN shall abide by The Florida Bar's ethics rules and applicable provisions in Chapter 112, Florida Statutes, in the provision of the services provided herein.

9.4 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.

9.5 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. Provided, NGN has provided legal services to the County and its Departments through various past agreements. This Agreement shall not affect the continued validity of any such past agreements.

9.6 Amendments. This Agreement may be amended only in writing upon mutual consent of the parties hereto. 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.

9.8 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
612 E. Hathaway Ave.
Bronson, FL 32621
Email: LevyCountyAttorney@levycounty.org
Office phone: 352-486-3390
Cell phone: 352-441-0024

NGN: Nabors, Giblin & Nickerson, P.A.
Attn: Heather Encinosa

1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
hencinosa@ngnlaw.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 these presents to be executed on the day and year first hereinabove written.

LEVY COUNTY, FLORIDA



John Meeks, Chairman
Board of County Commissioners

Date: 11/16/2021

ATTEST:



Notary Public
State of Florida
My Commission Expires 11/15/2022

Approved as to form and legal sufficiency:



Nicolle M. Shalley, County Attorney

NABORS, GIBLIN & NICKERSON, P.A



Heather Encinosa

Date: 11/24/21


Witnesses:



Signature

Sarah Jon Blalock

Print Name



Signature

Paula Dorn

Print Name

EXHIBIT A

SCOPE OF SERVICES

GENERAL SERVICES

NGN shall provide the following "General Services" for the County on an as-needed basis, which shall include but not be limited to:

- A. Be available to the County Attorney to advise and assist them as they deem necessary.
- B. Negotiate, draft and/or review contracts, ordinances, resolutions, policies, and procedures, and such other documents as requested by the County Attorney.
- C. Advise the County and provide legal services related to procurement and grants.
- D. Advise the County and provide legal services with respect to planning and zoning, environmental, and land use matters.
- E. Advise the County and provide legal services related to tax and finance issues.
- F. Provide comprehensive litigation and appellate services.
- G. Utility matters relating to capital projects, financing, rate setting, regulatory compliance, contracting, system development and enhancement.
- H. Provide such other legal services as may be requested by the County Attorney from time-to-time.

SPECIAL SERVICES

In addition to the above General Services, the Firm upon the direction of the County Attorney, would provide the following "Special Services:"

- A. Representing the County with respect to the issuance of bonds, notes, or other obligations of the County.
- B. Issuing title insurance commitments and policies.
- C. Preparing and implementing Special Revenue Projects for the County.

EXHIBIT B
COMPENSATION

A. NGN shall be compensated for all General Services on an hourly basis at the following rates:

Partners	\$300 per hour
Associates	\$275 per hour
Clerks/Paralegals	\$75 per hour

B. All statements or invoices for fees for services rendered by NGN under this Agreement shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, and that the correct amount has been charged.

C. All invoices shall include documentation for costs and shall be submitted to, approved and processed for payment by the County Attorney unless directed otherwise by the County Attorney.

COMPENSATION FOR SPECIAL SERVICES

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

REIMBURSEMENT OF COSTS

In addition to the compensation specified above, NGN will be reimbursed for those expenses 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.

NGN will be reimbursed for travel expenses in accordance with the provisions governing the travel of public officers and employees contained in Section 112.061, Florida Statutes.

EXHIBIT C

INSURANCE REQUIREMENTS

NGN shall maintain at a minimum, the following limits of insurance coverage during the term of this Agreement:

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| A. | Worker's Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer's Liability | \$1,000,000 each accident |
| B. | Business Automobile & Commercial
General Liability Insurance | \$1,000,000 each occurrence
(A combined single limit) |
| C. | Personal and Advertising Injury | \$250,000 |
| D. | Professional Liability | \$1,000,000 |