

CM 3421
CS-22-300

Agreement for Professional Legal Services

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES (the "Agreement,") is made and entered into this 27th day of Nov, 2023 (the "Effective Date") by and between Nassau County, Florida, a political subdivision of the State of Florida (the "County") and the law firm of Nabors, Giblin & Nickerson, P.A. ("NGN"), to perform legal services and consultation to the County and its staff on an as-needed basis.

In consideration of the mutual covenants and provisions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and NGN hereby agree as follows: on:

1. Scope of Services

NGN will provide legal services to the County related to Florida finance and tax, alternative revenue sources, employment law, federal and state grants, land use and real estate law, litigation and appellate matters, and other matters pertaining to Florida local government law as such services may be required from time-to-time. Such legal services shall be assigned by the County Attorney or County Manager or their designees and agreed to by NGN.

The County makes no representation to NGN relative to the number of matters that will be referred to NGN in any period of time. The number of matters, if any, referred to NGN is solely within the discretion of the County Attorney and County Manager.

In the event the County determines that NGN is unable to provide the services contemplated by this Agreement, the County shall have the right to retain other attorneys or law firms to provide any and all such services, or additional services the County shall deem necessary to attorneys or law firms as may be necessary to service and represent its interests, and NGN shall cooperate with such additional attorneys or law firms as may be necessary to service and represent the interest of the County and effectuate the intent of this Agreement.

2. Adherence to Laws

NGN shall adhere to all federal, state, and local laws, rules, and regulations, including rules regulating the Florida Bar, and applicable county ordinances and policies in the performance of services pursuant to this Agreement.

3. Fees and Costs

Except as otherwise provided in any existing engagements for legal services or by subsequent agreement with the County, NGN shall be compensated for legal services at the following hourly attorney and legal assistant rates:

Shareholders	\$300
Associates	\$250
Legal Assistants/ Clerks	\$75

In addition to the legal fees, NGN shall be reimbursed for actual costs incurred in performing the services pursuant to this Agreement, including, but not limited to, online legal research database costs, long distance telephone charges, delivery charges, and travel expenses (pursuant to Section 112.061, Florida

Statues, and County policy). Photocopies and prints will be billed at 25¢ per page.

4. Billing

NGN will submit bills to the County each month for the prior month's fees and disbursements. Each statement must include the following:

- A. The date and a brief description of the work performed and the hours or increment of hours (to the closest 1/10th of one hour) allotted to each description.
- B. The name of NGN attorney or other person performing the service (each item should refer to no more than one such person).
- C. The total number of hours expended, the hourly rate charged and the total for legal services rendered.
- D. A separate breakdown of all other costs and expenses, and a total for the entire bill.

The County shall expedite the review and payment of bills from NGN. NGN shall cooperate and assist with any review or audit, including the provision of backup records and data as the County may request.

5. Term and Termination

This Agreement shall commence upon the Effective Date and continue until terminated, as provided herein. Either party may terminate this Agreement without cause upon thirty (30) calendar days written notice to the other party. In the event of termination, NGN shall cease work hereunder and the County shall compensate NGN for services rendered through the date of termination.

6. Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that NGN has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that NGN is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to NGN.

IF NGN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____.

NGN will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) 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.

- iii) iii) 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 this Agreement if NGN does not transfer the records to the County.
- iv) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of NGN or keep and maintain public records required by the County to perform the service. If NGN transfers all public records to the County upon completion of the Agreement, NGN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NGN keeps and maintains public records upon completion of the Agreement, NGN 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.

Failure of NGN to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the County.

7. Notice

Notice required to be given pursuant to this Agreement shall be deemed given as of the date of personal service or within five (5) business days after depositing such notice with the United States Postal Service, first class, registered or certified or within two (2) business days after depositing such notice with a nationally recognized overnight courier service to the addresses as follows:

County: Denise May
Nassau County Attorney
96135 Nassau Plc.
Suite 6
Yulee, Florida 32097

dmay@nassaucountyfl.com

NGN: Heather Encinosa
Nabors Giblin & Nickerson P.A.
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308

hencinosa@ngnlaw.com

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Either party may change the address or number to which notices are to be delivered by giving written notice to the other party in the manner set forth herein.

8. Insurance

Without limiting its liability under this Agreement, NGN shall procure and maintain during the life of this Agreement professional liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.

9. Assignment

NGN will not assign its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the County, which consent the county may withhold in its sole discretion.

10. Modification

No oral explanation or oral information by either of the parties hereto shall alter the meaning or interpretation of this Agreement and neither party shall claim any amendment, modification or release from any provisions hereof by reason of a course of action or mutual agreement unless such agreement is in writing and executed by the respective duly authorized representatives of each of the parties hereto.

11. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to any rules of conflicts of law. Venue of any disputes relating to this Agreement shall be in Nassau County, Florida.

12. Entire Agreement

This Agreement is intended as the final expression of the parties' agreement and it is the complete and exclusive statement of the terms thereof. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein. There are no other understanding, agreements, or representations, expressed or implied, relating to this Agreement.

13. Waiver

Any waiver by either party of any term, condition or breach of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same or another term or condition and shall not in any way affect, limit, or waive such party's right thereafter to enforce strict compliance with every other term and condition hereof.

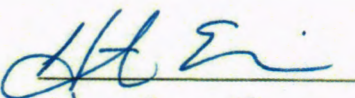
14. Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

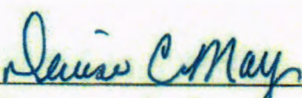
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

[SIGNATURES ON NEXT PAGE]

NABORS, GIBLIN & NICKERSON, P.A.

By: 
Name: Heather Encinosa
Title: Shareholder

NASSAU COUNTY, FLORIDA

By: 
Name: Denise C. May
Title: County Attorney