

**INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND  
THE GULF CONSORTIUM FOR LEGAL SERVICES**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the “County”); and the GULF CONSORTIUM, a legal entity and public body and a unit of local government (the “Consortium”).

**RECITALS**

WHEREAS, this Agreement is entered into pursuant to section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, pursuant to the RESTORE ACT, the Consortium developed a State Expenditure Plan (the “SEP”) for economic and environmental recovery of the Gulf Coast of Florida following the Deepwater Horizon oil spill; and

WHEREAS, the Consortium, as recipient of RESTORE ACT grant funds, is responsible for preparing, processing, and overseeing grant applications from the 23 member counties; and

WHEREAS, Nabors, Giblin & Nickerson (“NGN”), General Counsel to the Consortium, also serves as County Attorney for Okaloosa and Wakulla counties, two of the member counties that make up the Consortium; and

WHEREAS, the County and the Consortium wish to enter into an agreement that authorizes the County to provide conflict counsel services for the Consortium in its review and oversight of Okaloosa and Wakulla counties’ programs, projects and activities included in the SEP.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the County and the Consortium do hereby agree as follows:

**SECTION 1. CONFLICT COUNSEL SERVICES**

A. The County shall provide all necessary personnel and take all required steps to perform conflict counsel services on behalf of the Consortium, as follows: Provide legal services related to the implementation of projects, programs and activities included in the SEP, including, but not limited to, reviewing grant applications from subrecipient counties, preparing and negotiating subrecipient agreements, and advising and assisting the Consortium’s Manager and the Consortium Board on matters which NGN has a conflict.

B. All work to be performed under this Agreement shall be assigned by NGN. Once a matter is assigned to the County, all other communications shall be through the Consortium General Manager and NGN will be notified when the task is completed.

## SECTION 2. COMPENSATION

A. The County agrees to provide conflict counsel services to the Consortium at cost for an hourly rate of \$ 250.00. Additionally, the County shall be entitled to seek, and the Consortium shall reimburse the County for all of its direct expenses.

B. In accordance with section 218.77, Florida Statutes, regarding requirements for disclosure of contingencies associated with federal requirements, the Consortium's payment of compensation to the County is contingent upon the receipt of federal funds and federal approval.

C. The County shall submit invoices for payment of or reimbursement for actual costs incurred. Any travel expenses will be paid or reimbursed in accordance with section 112.061, Florida Statutes. The County shall bill periodically, but not less often than monthly, by invoice reflecting legal services and expenses with all appropriate back-up materials typically required by governmental entities. Invoices shall be sent to the Consortium General Manager for processing.

## SECTION 3. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for a term of two (2) years thereafter. This Agreement shall thereafter automatically renew for successive one (1) year periods unless the Consortium or the County opt not to renew or extend the Agreement. This Agreement may be terminated by either party upon providing written notice thirty (30) days in advance of the termination date.

## SECTION 4. GENERAL PROVISIONS

### A. Choice of Law, Venue and Severability.

This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

### B. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement, in accordance with general law.

C. Assignment.

The Parties agree not to assign any of the services specified by this Agreement to a third-party without the prior written consent of the other Parties.

D. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give written notice to the other Parties in writing, setting forth the name of the Party or Parties involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

2. Should the Parties be unable to reconcile any dispute, the appropriate County and Consortium representative shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the Leon County Board of County Commissioners and the Board of Directors of the Consortium. If the Parties are unable to reconcile their dispute, they shall report their impasse to such Boards who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

E. Public Records

**IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT BALMORAL GROUP 165 LINCOLN AVENUE, WINTER PARK, FL 32789 PHONE: (407) 629-2185 [Gulf.Consortium@balmoralgroup.us](mailto:Gulf.Consortium@balmoralgroup.us).**

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

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the Consortium's custodian of public records, provide the Consortium 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 Consortium.

d. Upon completion of the contract, transfer, at no cost, to the Consortium all public records in possession of the County or keep and maintain public records required by the County to perform the service. If the County transfers all public records to the Consortium upon completion of the contract, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the contract, the County shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the Consortium, upon the request from the Consortium's custodian of public records, in a format that is compatible with the information technology systems of the Consortium.

#### SECTION 5. EFFECTIVE DATE


This Agreement shall be effective ("Effective Date") upon execution by all Parties.

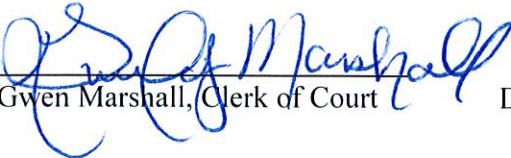
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**LEON COUNTY, FLORIDA**

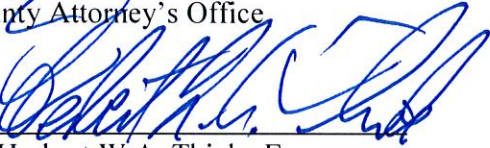
Attest:

By:   
Jimbo Jackson, Chairman  
Board of County Commissioners

By:   
Gwen Marshall, Clerk of Court

Date: \_\_\_\_\_

Approved as to form:  
County Attorney's Office

By:   
Herbert W.A. Thiele, Esq.  
County Attorney

**THE GULF CONSORTIUM**


ATTEST:

By:   
Warren Yeager, Chairman  
Board of Directors

  
Secretary-Treasurer  
Board of Directors

Date: 6-13-19

APPROVED AS TO FORM:

  
Lynn M. Hoshihara, Esq.  
Nabors, Giblin & Nickerson, P.A.  
General Counsel