

AGREEMENT FOR LEGAL SERVICES - EMPLOYMENT AND LABOR LAW

THIS AGREEMENT FOR LEGAL SERVICES – EMPLOYMENT AND LABOR LAW (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”), and **ALLEN, NORTON & BLUE, P.A.**, a for profit corporation duly organized and authorized to do business in the State of Florida (EIN: 59-1287650) (“Law Firm”).

WHEREAS, Law Firm is in the business of providing certain professional legal services for labor and employment matters; and

WHEREAS, City has utilized Law Firm for the provision of certain professional legal services for labor and employment matters in the past with the last agreement between Law Firm and City having expired on or about September 30, 2019; and

WHEREAS, City now desires to retain the services of Law Firm for the continued provision of certain professional and legal services for labor and employment matters; and

WHEREAS, Law Firm agrees to perform all services described hereunder to the satisfaction of the City and according to the existing standard of care for such services within its profession and to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Law Firm agree as follows:

1. **RECITALS.** City and Law Firm hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents comprising the entire understanding between the City and Law Firm shall include only this Agreement.
3. **SCOPE OF SERVICES.** Law Firm shall perform legal services for all labor and employment matters as assigned or referred by City. Law Firm is expected to manage, control, and oversee the delivery of legal services to City in a competent, professional, and cost-effective manner using the degree of skill and knowledge customarily employed by other professionals providing like services in the area. All services provided pursuant to this Agreement shall be performed to the satisfaction of City. This Scope of Services may only be adjusted by written amendment, executed by both parties. The services to be rendered under this Agreement are as follows:
 - A. **Responsible Attorney:** Wayne L. Helsby, Esq. shall be primarily responsible for the performance of services hereunder, shall personally handle all matters except as expressly authorized by City, and shall supervise any services performed by other members or employees of Law Firm. Any services provided by other attorneys and/or staff members of Law Firm shall be in accordance with billing rates set forth in Paragraph 4 below.

- B. **General Duties:** Law Firm shall perform all work necessary for the provision of legal services for all labor and employment matters assigned including, but not limited to, the following:
 - i. representation and defense of City's interests in proceedings and controversies related to labor and employment matters, including collective bargaining negotiation, as requested; and
 - ii. conferring with and advising the City's Human Resources Department as needed concerning labor and employment legal issues; and
 - iii. conferring with and advising the City department heads concerning pending or ongoing collective bargaining agreements; and
 - iv. conferring with the City Attorney's office as needed concerning labor and employment legal issues; and
 - v. such other professional legal duties that are related to the above.
 - C. **Conflicting Representation:** For the duration of this Agreement, Law Firm shall neither accept nor represent clients in matters that are adverse to the City without prior authorization by City.
4. **COMPENSATION.** City shall pay Law Firm for the performance of work, and in accordance with the Contract Documents, based on the pricing set forth below:

Description	Fee
Annual Fee (for unlimited phone calls and other legal services, not involving extensive research)	\$1,000.00
Hourly Billing Rate for Partner Attorneys	\$290.00
Hourly Billing Rate for Non-Partner Associates	\$260.00
Hourly Billing Rate for Paralegals	\$121.00

- A. **Expenses.** City will pay reasonable costs and out-of-pocket expenses, including reasonable and necessary expenses of travel (to include coach air fare; mileage at the then-current IRS allowable rate, copying, long-distance telephone, computer research, advanced filing fees, and other actual out-of-pocket expenses if reasonable and necessary.
- B. **Monthly Billing.** Law Firm shall submit a monthly itemized invoice showing the correct amount of time for each person who renders billable services, the hourly rate, the fees for services, and the services provided. All expenses, as defined above, should also be itemized. Clerical services are deemed to be overhead and are not billable as paralegal time.
- C. **Cost Saving Measures.** The City of Ocala is a governmental entity, funded by taxes. Accordingly, Law Firm agrees to endeavor to employ cost-saving measures, including the use of City's offices and personnel where practicable, use of legal assistants, and similar cost-saving devices.

- D. **Invoice Submission.** All invoices submitted by Law Firm shall include the City Contract Number and Invoice Date. Law Firm shall submit original invoices to City through the City Project Manager ("Project Manager") at: **Human Resources Department, Attention: Chris Watt, 110 SE Watula Avenue, Third Floor, Ocala, Florida 34471, E-Mail: cwatt@ocalafl.org.**
 - E. **Payment of Law Firm Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
 - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Law Firm; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Law Firm within thirty (30) calendar days of the Law Firm's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Law Firm receives payment under this Agreement in excess of what is provided for by the Agreement, Law Firm shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within thirty (30) days of Law Firm's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
 - H. **Expenses.** Law Firm shall furnish, at its own expense, all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, and executive and supervisory personnel for the completion of the work as set forth herein.
 - I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Law Firm shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Law Firm be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TERM.** This Agreement shall commence on **MARCH 2, 2021** and terminate at the close of business on **MARCH 1, 2022**. This Agreement may be renewed or extended upon written consent by both City and Law Firm.
 6. **TERMINATION.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or

the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Law Firm to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Law Firm written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Law Firm by City shall be effective immediately, unless otherwise provided therein.
 - B. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Law Firm without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
 - C. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Law Firm shall immediately discontinue all work as directed in the notice and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials in connection with its performance under this Agreement. Law Firm shall be entitled to receive compensation solely for: (1) the actual cost of the services completed in conformity with this Agreement; and/or (2) such other costs incurred by Law Firm as permitted under this Agreement and approved by City.
7. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Law Firm performance shall be extended for a number of days equal to the duration of the force majeure. Law Firm shall be entitled to an extension of time only and, in no event, shall Law Firm be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and products provided by Law Firm under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Law Firm in its Statement of Work. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.

Neither the Project Manager's review of Law Firm's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Law Firm's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident Law Firm's furnishing and performing the Services.

9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Law Firm's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.
11. **LAW FIRM REPRESENTATIONS.** Law Firm has, by careful examination, ascertained the nature and location of the services to be performed under this Agreement and expressly represents that:
- A. Law Firm has read and is fully familiar with all the terms and conditions of this Agreement and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Law Firm under this Agreement; and
 - B. Law Firm has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Law Firm in the Contract Documents, and that the City's written resolution of same is acceptable to Law Firm; and

- C. Law Firm is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever and is in compliance with same; and
 - D. Law Firm possesses the capacity, professional experience, licensure, and skill necessary and required to perform the scope of work described herein.
12. **LAW FIRM RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Law Firm:
- A. Law Firm shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Law Firm shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
 - C. Law Firm shall be responsible to see that the finished work complies accurately with the Agreement and the intent thereof.
 - D. Law Firm shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Law Firm shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Law Firm and City may otherwise agree in writing.
13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Law Firm or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Law Firm shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Coverage for contractual liability is also required.
 - D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional

Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Law Firm. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

15. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Law Firm shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Law Firm shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed with WC 00 03 13 Waiver of Our Right to Recover from Others or equivalent endorsement. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

16. **ERRORS AND OMISSIONS.** Law Firm shall provide proof of Errors and Omissions Insurance, which covers Law Firm and its employees with limits of at least \$10,000,000 written by an insurer who possess an A.M. Best rating of at least an "A".

17. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Law Firm. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Law Firm's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Law Firm. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided.

B. Deductibles. Law Firm's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Law Firm is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. Law Firm shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Ave, Ocala, FL 34471, E-Mail: vendors@ocalafl.org.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Law Firm fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Law Firm under this Agreement, Law Firm shall be considered to be in default of this Agreement

18. **SUBCONTRACTORS**. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Law Firm or any other persons or organizations having a direct contract with Law Firm, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Law Firm or any other persons or organizations having a direct contract with Law Firm, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Law Firm, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

19. **INDEPENDENT CONTRACTOR STATUS**. Law Firm acknowledges and agrees that under this Agreement, Law Firm and any agent or employee of Law Firm shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Law Firm nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Law Firm nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Law Firm in its performance of its obligations under this Agreement.

20. **ASSIGNMENT**. Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

21. **PUBLIC RECORDS**. Law Firm shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Law Firm shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 Law Firm does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Law Firm or keep and maintain public records required by the public agency to perform the service. If Law Firm transfers all public records to the public agency upon completion of the contract, Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Law Firm keeps and maintains public records upon completion of the contract, Law Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon 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.

IF LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 22. **AUDIT.** Law Firm shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 23. **PUBLICITY.** Law Firm shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 24. **CONFLICT OF INTEREST.** Law Firm must disclose the name of any officer, director, or agent who may be employed by City. Law Firm must disclose the name of any City employee who owns, directly or indirectly, any interest in Law Firm or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
- 25. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy

hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Law Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
27. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
28. **INDEMNITY.** Law Firm shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Law Firm, its agents, and employees.
29. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
30. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Law Firm: Allen, Norton & Blue, P.A.
Attn: Wayne L. Helsby, Partner
121 Majorca Avenue, Suite 300
Coral Gables, Florida 33134
Phone: 305-445-7801
Fax: 305-442-1578
Email: whelsby@anblaw.com

If to City of Ocala: Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

31. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

32. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR

RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

33. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
34. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
35. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
36. **MUTUALITY OF NEGOTIATION.** Law Firm and City acknowledge that this Agreement is a result of negotiations between Law Firm and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
37. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

38. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
39. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
40. **E-VERIFY.** In accordance with Executive Order 11-116, Law Firm shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Law Firm shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
41. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
42. **ELECTRONIC SIGNATURE(S).** Law Firm, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
43. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
44. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 03 / 09 / 2021.

ATTEST:

CITY OF OCALA:

Angel B. Jacobs

Justin Grabelle

Angel B. Jacobs
City Clerk

Justin Grabelle
City Council President

Approved as to form and legality:

ALLEN, NORTON & BLUE, P.A.

Robert W. Batsel, Jr.

Wayne Helsby





Robert W. Batsel, Jr.
City Attorney

By: Allen Norton & Blue, P.A.
(Printed Name)

Title: Partner

TITLE	FOR REVIEW AND SIGNATURE - Agreement for Legal Services -.....
FILE NAME	FINAL FOR SIGNATU... (RSK 210096).pdf
DOCUMENT ID	e6ac6f4eb8e44a777c068519e7077ea04b7cf835
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SENT	02 / 12 / 2021 11:47:43 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) and Allen Norton & Blue, P.A. (whelsby@anblaw.com) from drobinson@ocalafll.org IP: 216.255.240.104
 VIEWED	02 / 12 / 2021 12:40:08 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
 SIGNED	02 / 12 / 2021 12:42:56 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
 VIEWED	02 / 12 / 2021 14:59:51 UTC-5	Viewed by Allen Norton & Blue, P.A. (whelsby@anblaw.com) IP: 72.239.168.249
 SIGNED	02 / 12 / 2021 15:07:50 UTC-5	Signed by Allen Norton & Blue, P.A. (whelsby@anblaw.com) IP: 50.232.33.27

TITLE	FOR REVIEW AND SIGNATURE - Agreement for Legal Services -.....
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DOCUMENT ID	e6ac6f4eb8e44a777c068519e7077ea04b7cf835
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

03 / 04 / 2021

10:36:11 UTC-5

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