

**Housing TALLAHASSEE**

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Tallahassee, Florida 32308  
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**TAMPA**

2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607  
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**PLANTATION**

8201 Peters Road  
Suite 1000  
Plantation, Florida 33324  
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August 24, 2023

Housing Finance Authority  
of Leon County, Florida (the "HFA")  
615 Paul Russell Road  
Tallahassee, Florida 32301

**Re: Nabors, Giblin & Nickerson, P.A.**

Dear Authority Members:

Nabors, Giblin & Nickerson, P.A. (herein, the "Firm") proposes to perform Bond Counsel services for the HFA as described below. Mark T. Mustian will be the lead attorney for the Firm, assisted by Junious Brown and Alex Fischer.

- I.** The services to be provided by the Firm are as follows:
- a. Consultation with HFA officials and staff concerning all legal questions relating to the incurrence of the debt;
  - b. Attendance, upon request, at any meeting of the HFA Board or Leon County Board of County Commissioners or any meeting of staff;
  - c. Preparation of all resolutions and other instruments authorizing and securing the debt;
  - d. Analysis and resolution of tax problems associated with the financings;
  - e. Preparation and review of all documentation required for bond sale and closing, including resolutions, indentures, loan agreements, land use restriction agreements, certificates, opinions, etc. required for closing; and
  - f. Delivery of an opinion at closing that interest on the debt, if intended to be tax-exempt, is excluded from gross income for federal income tax purposes.

- II.** The Firm shall procure and maintain for the duration of the engagement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the responsibility of the Firm.

The Firm shall maintain limits no less than:

(1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

(3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

(4) Professional Liability Insurance, including errors and omissions, for all services provided under the terms of this Contract with minimum limits of \$1,000,000 per occurrence; or claims made from with "tail coverage" extending three (3) years beyond the term of the Contract. Proof of "tail coverage" must be submitted with the invoice for final payment of services provided under this contract.

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages:
- i. The Authority is to be named as Additional Insured;
  - ii. The Authority, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on

behalf of the Firm, including the insured's general supervision of the Firm; products and completed operations of the Firm; premises owned, occupied or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protections afforded the Authority, its officers, officials, employees or volunteers;

- iii. The Firm's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be excess of the Firm's insurance and shall not contribute with it;
- iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees or volunteers; and
- v. The Firm's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages:

- i. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority;

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

The Firm shall furnish the Authority with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

The Firm shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Firm shall also be responsible for obtaining and maintaining its city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Firm, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Firm shall be in default as of the date such license is lost.

**III.** The Firm shall be compensated for its services as follows:

1. For single family issues issued by the HFA, such fee as shall be negotiated by the Firm and the HFA.
2. For multifamily issues, such fee as shall be negotiated by the Firm and the private developer or party contemplating the financing, subject to approval by the HFA.
3. For any other services specifically requested by the HFA, at an hourly rate equal to \$300 per hour.

For services under (1) or (3) above, the Firm shall be entitled to reimbursement for its costs and expenses in connection therewith, including reimbursement for travel, reproduction at \$.20 per page, facsimile, mail and courier services and long-distance telephone. All travel and per diem reimbursements will be in accordance with Chapter 112, Florida Statutes. Any such expenses for services under (2) above shall be paid by the private party/developer.

The acceptance and approval by the Authority of this proposal shall constitute a bond counsel services contract between Nabors, Giblin & Nickerson, P.A. and the Authority terminable at any time by either party upon thirty (30) days written notice, except no such termination notice shall be given during the pendency of a bond transaction where the cessation of bond counsel services may materially jeopardize completion of said transaction.

Very truly yours,

Mark T. Mustian

ACCEPTED AND APPROVED with a quorum present and voting this 24th day of August, 2023.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman