

## **FIRST AMENDMENT TO THE AGREEMENT FOR COUNTY ATTORNEY SERVICES**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR COUNTY ATTORNEY SERVICES** is made this \_\_\_\_ day of \_\_\_\_\_, 2026, between **DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") and **NABORS, GIBLIN & NICKERSON, P.A.** ("NGN").

**WHEREAS**, on October 22, 2024, the COUNTY entered into a contract with NGN for the provision of County Attorney services (the "Agreement") with an effective date of November 1, 2024; and

**WHEREAS**, pursuant to Section 4.1 of the Agreement, the term of the contract would be effective for an initial term of one (1) year, and could be extended upon mutual written agreement of the parties for four (4) additional one (1) year terms, or any other extension agreed to by the parties in writing; and

**WHEREAS**, pursuant to the aforementioned terms of the Agreement, the COUNTY and NGN wish to extend the term of the agreement for an additional year, and further revise Section 4.1 of the Agreement to hereinafter provide that the Agreement shall renew automatically unless terminated earlier in accordance with the Agreement; and

**WHEREAS**, the COUNTY, being satisfied with the services of NGN, wishes to renew and amend the Agreement with NGN as more particularly set forth herein.

**NOW THEREFORE**, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, it is agreed as follows:

**SECTION 1. INCORPORATION BY REFERENCE.** The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true.

**SECTION 2. EFFECTIVE DATE.** This First Amendment to the Agreement is effective retroactive to October 31, 2025.

**SECTION 3. AMENDING SECTION 4.1.** Section 4.1 of the Agreement shall be deleted in its entirety and replaced with the following language:

4.1 The term of this Agreement shall be from November 1, 2024, through October 31, 2025. Thereafter, this Agreement shall automatically renew for successive one (1) year renewal terms on the same terms and conditions, unless terminated earlier pursuant to the provisions of this Agreement.

**SECTION 4.** Except as specifically provided for herein, all other provisions of the original Agreement, dated October 22, 2024, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement as of the \_\_\_\_\_ of \_\_\_\_\_ 2026.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy J. Hines  
County Administrator

By: \_\_\_\_\_  
Steve Hickox  
Chairman

BoCC Approved: \_\_\_\_\_

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Valerie Vicente  
County Attorney

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

**NABORS GIBLIN & NICKERSON, P.A.**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_