

RETAINER AGREEMENT

This Retainer Agreement is entered into this 26th day of August, 1996, between the Board of County Commissioners of Nassau County, Florida (the "County") and the law firm of Nabors, Giblin & Nickerson, P.A. ("NG&N") to provide for the service by NG&N as special counsel to the County.

WHEREAS, NG&N possesses unique experience and expertise in Florida state and local finance and tax and local government law;

WHEREAS, NG&N is willing to commit to be available to provide legal services and related assistance to the County on such issues as requested; and

WHEREAS, the availability of such special counsel services to the County on an as needed basis will serve as a resource to and enhance the existing capabilities of the County Attorney and the County Coordinator.

In recognition of such acknowledgments, the parties hereto agree as follows:

SECTION 1. Scope of Services: General. NG&N agrees to serve as special counsel to the County and to be available to provide legal services and other assistance to the County Coordinator and County Attorney on Florida finance and tax issues and other issues and matters of local government law. Such legal services shall generally include the following:

- (a) general advice and research;
- (b) rendering of formal written opinions;

(c) drafting of ordinances, resolutions, legislation and other agreements and documents;

(d) assistance in the defense or prosecution of litigation;

(e) advice and research on the feasibility and legal sufficiency of potential debt financing concepts and structure;

(f) advice and research on the feasibility and legal sufficiency of statutory and home rule alternative revenue resources, including, but not limited to, special assessments, impact fees, user fees and stormwater utility fees or special assessments;

(g) advice on intergovernmental issues, including annexation matters;

(h) governance alternatives for the delivery of County services or the providing of alternative revenue initiatives; and

(i) advice and research on public utility operation, concurrent extension strategies, and other utility issues, including, but not limited to, infrastructure development and extension approaches, utility valuation methods, and regulation or acquisition strategies.

SECTION 2. Service as Bond Counsel. NG&N also agrees to be available at the request of the County to serve as Bond Counsel to the County on any bond financing. In such capacity as Bond Counsel, NG&N shall perform the following tasks:

(a) consultation with County officials and staff concerning all legal questions relating to the incurment of debt;

(b) attendance, upon request, at any meeting of the County Commission or any meeting of staff on issues relating to the issuance of bonds or the incurment of debt;

(c) preparation of all resolutions and other instruments authorizing and securing bonds required in connection with their issuance;

(d) assistance to the County and its financial advisors and investment bankers in formulating financing plans and drafting disclosure documents for public offering of bonds and notes;

(e) analysis and resolutions of tax problems associated with financing plans, including preparation of ruling requests and contacts with the U.S. Treasury;

(f) preparation of pleadings and other documentation required in connection with the validation of bonds; and, if requested, conduct validation hearing on the bonds and represent the County in any bond validation appeal; and

(g) preparation and review of all documentation required for bond sales and closings, including customary resolutions and certificates, and delivery of a customary bond counsel approving opinion on the bonds at closing.

The fee for service as Bond Counsel would be agreed to between NG&N and the County Attorney prior to the engagement of NG&N as Bond Counsel for each financing. Such fee would be payable from bond proceeds and contingent upon the bond closing occurring. In the event NG&N has provided legal services for a contemplated financing that does not close for any reason, NG&N would not receive the agreed upon fee for service as Bond Counsel but would be reimbursed for costs incurred as provided in Section 4 of this Agreement.

SECTION 3. Compensation. Except as otherwise provided in this Agreement or by subsequent agreement with the County Attorney or County Coordinator, NG&N shall be compensated for professional services at the following hourly rates:

(a) Firm principals at a rate of \$150 per hour;

services solely to local government clients and certain state NG&N is dedicated to providing legal services and consulting SECTION 6. Conflicts. It is recognized by the parties that

basis for fees and costs incurred the previous month. professional services rendered and costs incurred on a monthly Coordinator, NG&N shall provide an itemized statement of agreed to between NG&N and the County Attorney or the County SECTION 5. Billing. Unless a separate billing arrangement is

Statutes. shall be reimbursed in accordance with section 112.061, Florida photo copies shall be billed at 25¢ per page. Any travel expenses. telephone charges, travel expenses, and overnight delivery charges. NG&N shall be reimbursed for actual costs incurred on long distance professional fees or other compensation provided in this Agreement, SECTION 4. Reimbursement of Costs. In addition to the

request. an estimate of the number of hours to be incurred in honoring such possibility which written notification, if possible, shall contain immediately notify the County Attorney in writing of such as anticipated to exceed ten hours of attorney time, NG&N shall In the event a request for services as described in Section 1

an NG&N office to Nassau County. No professional fees shall be charged for time spent in travel from

- (b) Firm associates at the rate of \$125 per hour;
- (c) Firm financial or systems professionals at the rate of \$90 per hour; and
- (d) Legal clerks at the rate of \$50 per hour.

agencies. NG&N represents private sector clients only in the event a local government client requests such representation in implementation of a public/private venture or partnership. As a consequence, no conflict is contemplated by the providing of the described special counsel services to the County. In the event a conflict arises between governmental clients of NG&N on an identified issue, NG&N shall immediately advise the County of such conflict, resign from such conflicting representation and assist the conflicting governmental client in obtaining other counsel.

SECTION 7. Termination. NG&N shall serve as special counsel at the pleasure of the County. NG&N shall have the right to terminate this Agreement upon giving notice in writing to the County sixty (60) days prior to the date of the intended termination.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

By: 
James B. Higginbotham,
Chairman

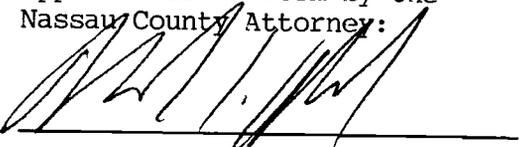
Attest:


T.J. "Jerry" Greeson
Clerk of Court

NABORS, GIBLIN & NICKERSON, P.A.

By: 
Mark G. Lawson

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin