

**AGREEMENT BETWEEN  
NASSAU COUNTY, FLORIDA  
AND  
NABORS, GIBLIN & NICKERSON, P.A.**

**THIS AGREEMENT** is entered into as of the 13<sup>th</sup> day of January, 1998, by and between **NASSAU COUNTY, FLORIDA** (the "County"), a municipal corporation established pursuant to the laws of the State of Florida, and **NABORS, GIBLIN & NICKERSON, P.A.** ("Nabors, Giblin & Nickerson"), a Florida professional service corporation.

**PURPOSE:**

The County plans to develop and facilitate transactions wherein it shall from time to time issue bonds (the "Bonds").

The County desires to engage Nabors, Giblin & Nickerson as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

Nabors, Giblin & Nickerson desires to accept engagement as bond counsel for the County in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

**THEREFORE**, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the County and Nabors, Giblin & Nickerson, intending to be legally bound thereby, agree as follows:

**1. BOND COUNSEL - SCOPE OF WORK.** Nabors, Giblin & Nickerson shall serve as bond counsel to the County in connection with the issuance of Bonds. The duties of Nabors, Giblin & Nickerson as bond counsel shall include the following:

- 1.1 Consultation with County officials and staff concerning all legal questions relating to the issuance of the Bonds, including review of proposed financing programs as to feasibility, compliance with applicable law and pending or proposed revisions of the law, including U.S. Treasury regulations;
- 1.2 Attendance, upon request, at any meeting of the Board of County Commissioners (the "Commission") or any meeting of staff, the County's financial advisor, underwriters, rating agencies and others as appropriate relating to the issuance of the Bonds or dissemination of information in connection therewith;

- 1.3 Advice as to structuring procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to issuance of the debt instrument(s).
- 1.4 Preparation of all ordinances or resolutions, including any amendments thereto, relating to the Bonds, in cooperation with the County staff, the County's financial advisor and the County Attorney;
- 1.5 Preparation of any trust indenture; escrow deposit agreement, registrar or paying agent agreement; and any other agreements or similar documents necessary, related or incidental to the Bonds;
- 1.6 Preparation of all validation pleadings and other documentation required in connection with validation of the Bonds, and appearance as attorneys of record with the County Attorney, if requested, at the validation hearing;
- 1.7 Review the transcript of all proceedings in connection with the foregoing and indicate any necessary corrective action;
- 1.8 Review of all disclosure documents prepared or authorized by the County, insofar as such documents describe the Bonds and summarize the documents securing the Bonds;
- 1.9 If the sale of the Bonds is by competitive bid, assist in the preparation of the bid documents, notice of sale, evaluation of bids and other documentation or action necessary to conduct a sale of the Bonds in that manner;
- 1.10 Prepare, obtain, deliver and file all closing papers necessary in connection with the sale and issuance of the Bonds;
- 1.11 Supervision of the printing of the Bonds (if printed Bonds are utilized);
- 1.12 Review all underwriting proposals;
- 1.13 Provision of an opinion in written form at the time the Bonds are delivered, which opinion shall cover (i) the legality of the Bonds and the proceedings by which they are issued, (ii) if applicable, the exclusion from gross income for federal income tax purposes of interest paid on the Bonds, and (iii) such other issues that are customarily required of bond counsel; and
- 1.14 Consultation with County officials and County staff concerning questions that may arise with regard to the Bonds.

**2. FEES AND EXPENSES.** The County shall pay to Nabors, Giblin & Nickerson, compensation for services rendered as bond counsel as separately negotiated for each specific transaction.

**3. PAYMENT FOR EXPENSES AND COSTS.** Nabors, Giblin & Nickerson shall be entitled to per diem and travel expenses outside the City of Tallahassee when such expenses are incurred at the request of the County. Nabors, Giblin & Nickerson shall complete expense account forms and attach out-of-pocket expenses such as mileage, parking fees, tolls, etc. Nabors, Giblin & Nickerson shall be reimbursed for all telephone calls made in relation to the issuance of any Bonds. Nabors, Giblin & Nickerson shall be reimbursed for actual out-of-pocket expenses, including but not limited to: stenographic recording and transcription services, copying, recording, filing and certification fees, postage, courier service, overnight mail, telegrams, etc. Nabors, Giblin & Nickerson shall be reimbursed at \$.20 per copy for photocopies. Payment for expenses listed in this Section shall not be contingent upon whether the Bonds are sold.

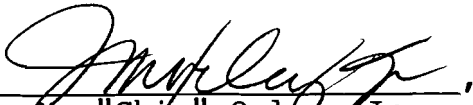
**4. TERM OF AGREEMENT.** This Agreement shall expire on January 1, 2000. This Agreement is also terminable by either party upon 60 days written notice to the other party at any time.

**5. CONFLICT OF INTEREST.** It is understood by the County and Nabors, Giblin & Nickerson that Nabors, Giblin & Nickerson represents no other clients that currently present conflicts between the interest of the County and other clients of Nabors, Giblin & Nickerson. If any conflict of interest arises during the time Nabors, Giblin & Nickerson is representing the County as bond counsel on a Bond issue, Nabors, Giblin & Nickerson will notify the County and, if the conflict cannot be avoided to the satisfaction of the County, Nabors, Giblin & Nickerson must immediately cease further representation of the other client regarding the particular matter which gave rise to the conflict. It is the further intent of the parties that this Agreement shall not serve as a limitation or restriction on Nabors, Giblin & Nickerson in representing other clients except to the extent that such other representations are limited or restricted by law or the ethical rules pertaining to attorneys.

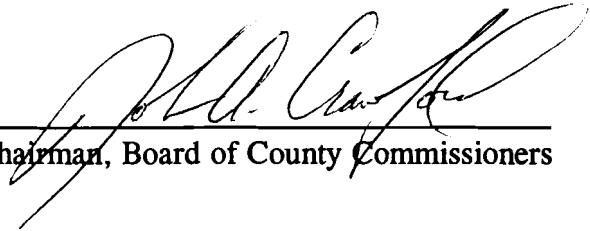
**6. CONSTRUCTION AND AMENDMENTS.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. This Agreement may be amended only in writing duly entered into by the County and Nabors, Giblin & Nickerson.

IN WITNESS WHEREOF, the County and Nabors, Giblin & Nickerson have executed this Agreement on the date first written above.


Attest:

  
\_\_\_\_\_  
J. M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

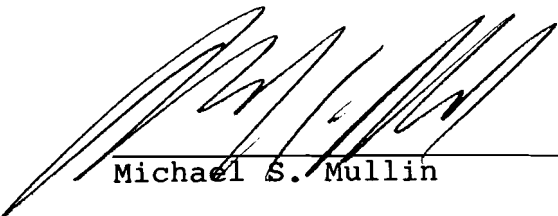
**NASSAU COUNTY, FLORIDA**

By:   
\_\_\_\_\_  
Chairman, Board of County Commissioners

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

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

Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
Michael S. Mullin



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
John A. Crawford  
Pete Cooper  
Chris Kirkland  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

January 15, 1997

Mark T. Mustian, Esq.  
Nabors, Giblin & Nickerson, P.A.  
Barnett Bank Building, Suite 800  
315 South Calhoun Street  
Tallahassee, FL 32301

Dear Mr. Mustian:

Enclosed is a fully executed copy of the Agreement between Nassau County and Nabors, Giblin & Nickerson, P.A. for bond counsel services as approved by the Nassau County Board of County Commissioners on January 13, 1997.

Please let us know if we may be of any further assistance.

Sincerely,

J. M. Oxley, Jr.  
Ex-Officio Clerk

jmg

Enclosure

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

*Funnel*  
An Affirmative Action / Equal Opportunity Employer

BOARD MEETING  
DATE: 1/13 1997  
ACTION: 11  
INFO:

NABORS, GIBLIN & NICKERSON. P.A.  
ATTORNEYS AT LAW  
BARNETT BANK BUILDING, SUITE 800  
315 SOUTH CALHOUN STREET  
TALLAHASSEE, FLORIDA 32301  
TELEPHONE (904) 224-4070  
TELECOPY (904) 224-4073

RECEIVED DEC 17 1996

SARAH M. BLEAKLEY  
WARREN S. BLOOM  
HARRY F. CHILES  
MAUREEN MCCARTHY DAUGHTON  
VIRGINIA SAUNDERS DELEGAL  
L. THOMAS GIBLIN  
MARK G. LAWSON  
AMY E. LETTELLEIR  
STEVEN E. MILLER  
MARK T. MUSTIAN  
ROBERT L. NABORS  
GEORGE H. NICKERSON, JR.  
STEN T. SLIGER  
JOSEPH B. STANTON  
GREGORY T. STEWART  
JOHN R. STOKES  
WILLIAM D. TYLER  
MICHAEL L. WATKINS  
JÉAN E. WILSON

THE POINTE, SUITE 1060  
2502 ROCKY POINT DRIVE  
TAMPA, FLORIDA 33607  
(813) 281-2222  
TELECOPY (813) 281-0129  
  
SIGNATURE PLAZA, SUITE 1060  
201 SOUTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801  
(407) 426-7595  
TELECOPY (407) 426-8022

December 13, 1996

WILLIAM J. ROBERTS  
OF COUNSEL

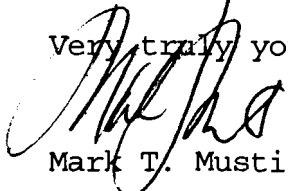
Walter Gossett  
County Coordinator  
Nassau County, Florida  
Post Office Box 1010  
Fernandina Beach, Florida 32035

Re: Agreement for Bond Counsel Services

Dear Walt:

Pursuant to your request, enclosed is an Agreement between Nassau County, Florida and Nabors, Giblin & Nickerson, P.A. (the "Agreement") regarding bond counsel services. The Agreement has been executed by Nabors, Giblin & Nickerson and assuming it is satisfactory to the County, please have it executed by the Chairman of the Board of County Commissioners and return one signed copy to me for our files.

We look forward to working with you, the Board of County Commissioners and staff on the County's contemplated transactions. If you have any questions, please give me a call.

Very truly yours,  
  
Mark T. Mustian

tlr

cc: Michael S. Mullin, Esq.  
Nassau County Attorney