

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;

(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.

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

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

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

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

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


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

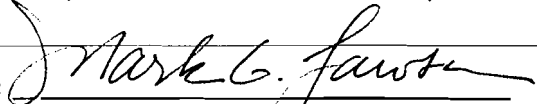
By: 
James B. Higginbotham,
Chairman

Attest:



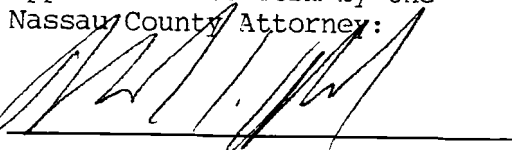
T.J. "Jerry" Greeson
Clerk of Court

NABORS, GIBLIN & NICKERSON, P.A.

By: 

Mark G. Lawson

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin

=====

3:09:36 Upon the request and recommendation of the County Coordinator, it was moved by Commissioner Howard, seconded by Commissioner Marshall, and unanimously carried to authorize Mr. Gossett to meet with George Nickerson and negotiate a scope of work to work with the developers of the North Hampton property, the Harrell's property to the east of 107 regarding a Municipal Service Benefit Unit or a Community Development District to design and pave the road to handle all of the traffic that is going to be needed to be handled, keeping in mind that this hooks into Lofton Square on A1A, potentially an evacuation route.

WORK ORDER #02-1

This work order is pursuant to the existing Retainer Agreement between Nassau County (the "County") and Nabors, Giblin & Nickerson, P.A. ("NG&N"), dated August 26, 1996 (the "Retainer Agreement").

SCOPE OF SERVICES:

The following tasks are broken down into three distinct phases: (1) analysis of project data, (2) development of an assessment billing database and (3) implementation of the assessment program. This work plan is intended to develop the foundation for an understanding of facts so that an Assessment Program Summary can be developed, approved by the County and implemented.

Phase I - Analysis of Project Data

Task 1: Project Initiation. NG&N and GSG will meet with the County staff and interested property owners to ensure complete understanding as to the engagement's objectives and required time frame. At this initial meeting schedules and deliverables will be finalized.

Task 2: Data Collection. NG&N and GSG will collect all data, maps, drawings, reports, project descriptions and interlocal agreements as they relate to the Amelia Concourse project. A thorough analysis of the information obtained will be conducted by both NG&N and GSG so that a complete understanding of the underlying facts and assumptions pertinent to an Assessment Program Summary can be developed.

Task 3: Develop Initial Database. If applicable, GSG will develop an initial database of all affected parcels that may be called upon to fund portions of the Amelia Concourse project. If needed, this database will be used to test alternative apportionment methodologies during Task 4.

Task 4: Evaluation of Assessment Methodology Alternatives. Based on the information gathered and the database generated in Tasks 1 through 3, NG&N and GSG will develop one or more alternative assessment methodologies for evaluation by the County.

Task 5: Preparation of Assessment Program Summary. In conjunction with Task 4, NG&N and GSG will meet with County staff and the property owners to review and develop an Assessment Program Summary outlining the proposed assessment methodology. The resulting Assessment Program Summary will be suitable for briefing elected officials

and for distribution to the public. This meeting may be held via phone conference, if necessary.

Task 6: Present Final Recommendations. Upon request, NG&N and GSG will present the Assessment Summary Program to the Board of County Commissioners in a workshop format.

Task 7: Develop an implementation plan. Based on the direction received at the workshop, NG&N and GSG will prepare a detailed work plan to implement the Assessment Program Summary for the Amelia Concourse project.

Note: A condensed listing of the proposed tasks for Phases II and III has been presented for the County's review. We will provide expanded explanations for the County once it is determined that the project will proceed with these additional phases of work.

Phase II - Develop Assessment Billing and Collection Database

Task 8: Evaluate project data and approved methodology from Phase I.

Task 9: Determine the assessment revenue requirements.

Task 10: Create a preliminary database.

Task 11: Apply apportionment methodology to preliminary database.

Phase III - Implementation of Special Assessment Program

Task 12: Preparation and presentation of supplemental ordinance, if necessary.

Task 13: Assistance with Property Appraiser and Tax Collector Requirements.

Task 14: Preparation and presentation of Initial Assessment Resolution(s).

Task 15: Prepare final assessment roll and assistance with public hearing requirements.

Task 16: Preparation and presentation of Final Assessment Resolution(s).

- Task 17:** Establish collection and payment procedures.
- Task 18:** Certify Final Assessment Roll in conformance with Uniform Method.
- Task 19:** Develop a plan to provide ongoing annual maintenance of the assessment program.

METHOD OF COMPENSATION:

Since it is not possible to predict the number and complexity of alternative methodologies to be tested and described during Phase I, NG&N and GSG propose to bill on an hourly basis for Phase I at the rates set forth below, which shall supercede those set forth in the Retainer Agreement. However, NG&N and GSG would not incur more than \$30,000 in fees without first notifying the County in writing as to the progress on the project to date and the estimated amount of effort remaining to complete the tasks identified in this work order. Upon completion of Phase I, NG&N and GSG will propose a fixed fee to perform the tasks outlined for Phases II and III.

Pursuant to the Retainer Agreement, NG&N and GSG will bill on a monthly basis and seek reimbursement for actual cost incurred, such as photocopies, long distance telephone charges and overnight delivery services. Photocopies will be billed at \$0.25 per page. Any travel expenses will be billed in accordance with Section 112.061, Florida Statutes.

NG&N

<u>Staff Level</u>	<u>Hourly Rate</u>
Principals	\$175
Associates	150
Law Clerks	50

GSG

<u>Staff Level</u>	<u>Hourly Rate</u>
Principals	\$175
Project Manager	140
GIS/Database Specialist	125
Administrative Support	50



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

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

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

June 5, 2002

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

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Via Facsimile & U.S. Mail
(813) 281-0129

Mr. George H. Nickerson, Jr. Esq.
The Pointe, Suite 1060
2502 Rocky Point Drive
Tampa, Florida 33607

Re: Amelia Concourse Project, Work Order #02-1
Authorization to Proceed.

Dear George,

This letter will serve as authorization to proceed with the development of an assessment program for the Amelia Concourse Project. The agreement and work order #02-1 is pursuant to the existing retainer agreement between Nassau County (the "County") and Nabors, Giblin & Nickerson, P.A. (NG&N).

It is agreed that NG&N and their subcontractors will not incur more than \$30,000 in fees without prior approval of the County. Further, pursuant to a phone conversation with Chris Traber of your office the fees will be paid at the time of the closing of the financing of the project. If the project does not go to completion the County will pay NG&N the actual fees earned up to the time the project stops. The payment will be made from a letter of credit from the developer on file with the County.

The County looks forward to working with your firm on this project.

Sincerely yours,

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

JMO:jb

CC: Walter D. Gossett, County Coordinator
Michael S. Mullin, County Attorney

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

An Affirmative Action / Equal Opportunity Employer

NABORS, GIBLIN & NICKERSON, P. A.

ATTORNEYS AT LAW
THE POINTE, SUITE 1060
2502 ROCKY POINT DRIVE
TAMPA, FLORIDA 33607

TELEPHONE (813) 281-2222
TELECOPY (813) 281-0129

CNL CENTER, SUITE 510
400 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801
(407) 426-7595
TELECOPY (407) 426-8022

SUITE 200
1300 MAHAN DRIVE
TALLAHASSEE, FLORIDA 32308
(850) 224-4070
TELECOPY (850) 224-4073

June 4, 2002

VIA FACSIMILE AND U.S. MAIL

Mr. Walt Gossett
County Coordinator
Nassau County
P.O. Box 1010
Fernandina Beach, Florida 32035

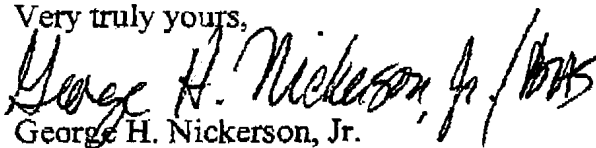
Re: Work Order #02-1, Amelia Concourse Project

Dear Walt:

Enclosed please find Work Order #02-1 pursuant to the existing Retainer Agreement between Nassau County (the "County") and Nabors, Giblin & Nickerson, P.A. ("NG&N"), dated August 26, 1996. Work Order #02-1 relates to professional services of NG&N and, pursuant to a subcontract relationship, Government Services Group, Inc. ("GSG") in assisting the County with the development and creation of an assessment program for the Amelia Concourse Project.

If this Work Order #02-1 is acceptable, please process it for approval under County procedures and advise us when the work has been authorized. If you have any questions, please give me or Chris Traber a call at any time.

Very truly yours,


George H. Nickerson, Jr.

Enclosure

cc: Michael S. Mullin, Esq.
Robert Sheets

NABORS, GIBLIN & NICKERSON, P.A.
ATTORNEYS AT LAW
THE POINTE, SUITE 1060
2502 ROCKY POINT DRIVE
TAMPA, FLORIDA 33607
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RECEIVED
6/6/02

SUITE 200
1500 MAHAN DRIVE
TALLAHASSEE, FLORIDA 32308
(850) 224-4070
TELECOPY (850) 224-4073

CNL CENTER, SUITE 510
450 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801
(407) 426-7595
TELECOPY (407) 426-8022

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Nassau County
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Fernandina Beach, Florida 32035

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