



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

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MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

June 8, 2006

Anthony Zebouni, Esq.
Regan, Zebouni & Walker, P.A.
9905 St. Augustine Road, Suite 400
Jacksonville, FL 32257

RE: Engagement of Anthony Zebouni, Esq.

Dear Mr. Zebouni:

This letter is to confirm the engagement of Anthony Zebouni ("you") for specialized consulting services in connection with capital projects contracts. The following sets forth the terms and conditions under which you will provide legal services.

You are being retained as a consultant to assist the County in the above-referenced matter. More specifically, you will provide the following scope of services to the County Attorney's office:

- You shall advise the County Attorney's office on Capital Projects contracts as requested by the County Attorney, Assistant County Attorney, and/or the Contracts Manager.

Anthony Zebouni will be the primary contact. The persons assigned to this matter, and their hourly rates (through 12/31/06) are as follows:

Anthony B. Zebouni, Esq. ~~\$200.00~~ ^{\$250.00} *WBJ*

You agree that the overall budget for your consulting services will not exceed \$10,000 unless the County Attorney provides his written consent to any change. You will provide to the County Attorney (on or about the 1st day of each month) monthly invoices for work and expenses which you incurred. You will include in these invoices a general description of the tasks necessary based upon work requested and the hours spent.

Monthly billings will be submitted directly to the County Attorney with a copy to the Clerk and the Administrative Services Department. Invoices will include hourly charges for reasonable services. Actual costs shall include, but are not limited to, travel expenses (only mileage), photocopying, long distance telephone, facsimiles, and computerized research, which services, because you are working for the government, will be charged at direct out-of-pocket cost. Mileage is reimbursed at \$.29 per mile.

(904) 548- 4660, 879-1029, (800) 958- 3496

An Affirmative Action / Equal Opportunity Employer

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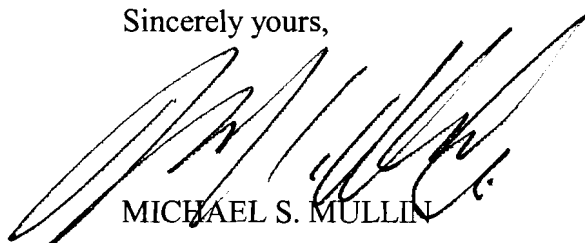
You shall submit reasonably detailed itemized bills in tenth-of-an-hour billing increments format, and shall break down the tasks performed, and will identify by initials or name each person who performs the respective tasks. Payment will be remitted by the County approximately forty-five (45) days following receipt of the billings. The parties will endeavor in good faith to resolve promptly any billing issues with the County Attorney.

The County Attorney is aware that the nature of your practice is such that you may from time to time concurrently represent one client in a particular case or matter and an adversary of that client in an unrelated case or matter if it is your professional judgment that you can undertake the concurrent representation impartially and without any adverse effect on the other responsibilities you have to either client. You will provide the County Attorney with information regarding such matters, and seek a written acknowledgment that such concurrent representation, in unrelated matters, is not inappropriate and consent to any such present or future concurrent representations.

The County Attorney may terminate your representation by delivering a written notice of termination to you. You will also have the right to withdraw from its representation of the County Attorney at any time with the County Attorney's consent or for good cause without the County Attorney's consent. If you are discharged or elects to withdraw, the parties will take all steps necessary to free each other of any obligation to perform further, including the execution of any documents necessary to complete the termination of the representation, and will take all steps that are reasonably practicable to protect the County Attorney's interests. If a discharge or withdrawal occurs, you will be entitled to be paid or reimbursed for all authorized costs and expenses paid or incurred on the County Attorney's behalf, and you will be entitled to be paid a reasonable fee for the professional services rendered to the County Attorney's to the date of termination and for which you previously had not been paid.

If this letter correctly reflects your understanding of the scope, terms, and conditions of your representation of the County, please execute the enclosed copy of this letter in the space provided below and return it to my attention. If you have any questions concerning this letter or your representation please do not hesitate to call me.

Sincerely yours,



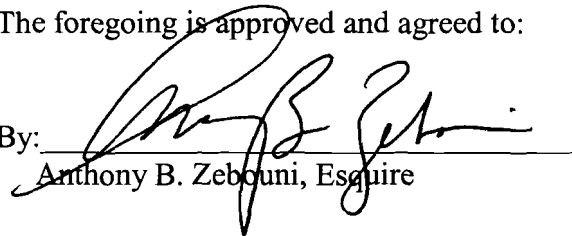
MICHAEL S. MULLIN

MSM/am

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The foregoing is approved and agreed to:

By: _____



Anthony B. Zebouni, Esquire

Date: _____

7/12/06

Z/amyers/agreements/zebouni-jun-06-2006