

A G R E E M E N T

THIS AGREEMENT entered into this 27th day of ~~March~~ February, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the "County", and **CONSTANGY, BROOKS & SMITH, LLC, a foreign limited liability corporation**, hereinafter referred to as "Constangy".

WHEREAS, the County Attorney and the County Administrator have requested, based on time constraints, that the County retain the services of an outside negotiator for the Nassau County Fire-Rescue Professionals Local Union #3101 International Association of Fire Fighters AFL-CIO (the "Union") negotiations; and

WHEREAS, the Board of County Commissioners finds that it is necessary to retain the services of outside counsel to serve as lead negotiator for the Union negotiations; and

WHEREAS, the County Attorney has recommended that the firm of Constangy be retained to serve as the lead negotiator the Union; and

WHEREAS, the County Attorney also recommends that Constangy be retained to address grievances filed by the Union.

NOW, THEREFORE, FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. The firm of Constangy, Brooks & Smith, LLC, is hereby retained to serve as the lead County negotiator for Union negotiations with the Nassau County Fire-Rescue Professionals Local Union #3101 International Association of Fire Fighters AFL-CIO (the "Union").

2. Constangy agrees that John Dickinson shall serve as the lead negotiator.

3. Constangy will perform said services for an hourly rate of \$175.00 per hour. If Constangy utilizes additional attorneys or assistants with Mr. Dickinson, the hourly rate shall continue to be \$175.00 per hour.

4. John Dickinson shall submit invoices to the County Attorney for his review and recommendation for approval. After the County Attorney's review and recommendation, the invoice shall be sent to the Clerk's office for review and sent to the Board of County Commissioners for final review and approval.

5. At the request of the County Attorney, John Dickinson or some other attorney with Constangy shall handle any grievance filed by the Union after the grievance process has been followed as set forth in the Union

Contract. The rate shall be \$175.00 per hour for representing the County in any grievance meeting or proceeding.

6. The payment recommendation and approval for grievances shall be as set forth in Paragraph 4.


7. The Agreement may be terminated by the County, at the request of the County Attorney. If a termination occurs, Constangy shall be entitled to compensation for work performed and approved as of the date of termination.

8. The term of this Agreement shall be for a period commencing February 15, 2006, and terminated September 30, 2006. There may be two (2) two-year renewal periods. Said renewals may be granted by the Board of County Commissioners.

9. The County Administrator shall provide financial information when requested and make staff available, including himself, for Union negotiations or grievances. The County Administrator shall also provide direction to John Dickinson regarding Union negotiations.

10. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

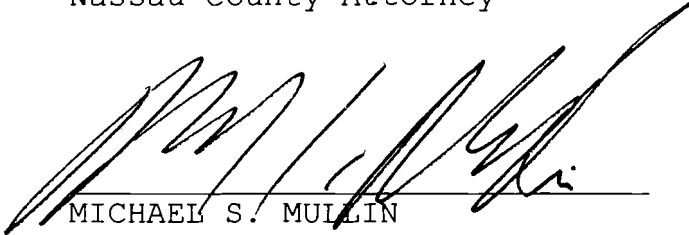

THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:




JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

Constangy, Brooks & Smith,
LLC



By: JOHN F. DICKINSON
Its: Managing Partner

z/amyers/agreements/constangy-agmt