

RENEWAL OF AGREEMENT

This Renewal Agreement entered into this 1<sup>st</sup> day of October <sup>2006</sup>~~2005~~, 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 and Constangy entered into an Agreement on the 27<sup>th</sup> day of February 2006, for services for an outside negotiator for the Nassau County Fire-Rescue Professionals Local Union #3101 International Association of Fire Fighters AFL-CIO; and

WHEREAS, the original agreement provided for a term of February 15, 2006 through September 30, 2006 and provided for two (2) two-year renewal periods; and

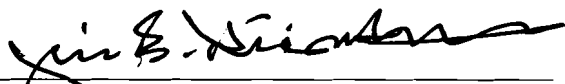
WHEREAS, the parties have agreed and the Board desires to extend this Agreement for a one-year period commencing October 1, 2006 through September 30, 2007 at the same hourly rate for said services.

NOW, THEREFORE, in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged,

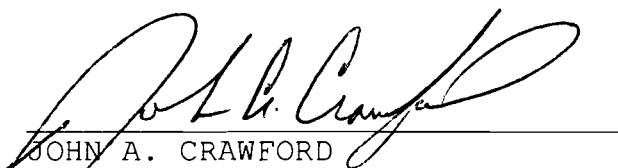
with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. The Agreement entered into on February 27, 2006, attached hereto as Exhibit "A", for outside negotiator services is hereby renewed for one (1) one-year period commencing on October 1, 2006 through September 30, 2007. Either party may terminate this Agreement by giving thirty (30) days written notice.
2. All other terms and conditions of the existing agreement remain in full force and effect.
3. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
~~THOMAS D. BRANAN, JR.~~ JIM B. HIGGINBOTHAM  
Its: ~~Chairman~~ Vice Chairman

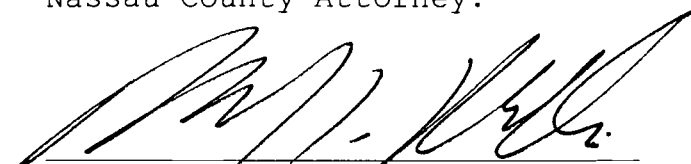
ATTEST as to Chairman's  
signature:



---

JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney:



---

MICHAEL S. MULLIN

CONSTANGY, BROOKS & SMITH,  
LLC



---

JOHN F. DICKINSON  
Its: Managing Partner

**EXHIBIT "A"**

**A G R E E M E N T**

THIS AGREEMENT entered into this 27th day of ~~March~~<sup>February</sup>, 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.

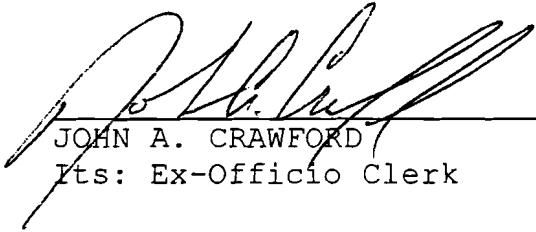
9. The County Administrator shall provide financial information when requested and make staff available, including himself, for Union negotiations or grievances. The County Administrator shall also provide direction to John Dickinson regarding Union negotiations.

10. Time is of the essence.

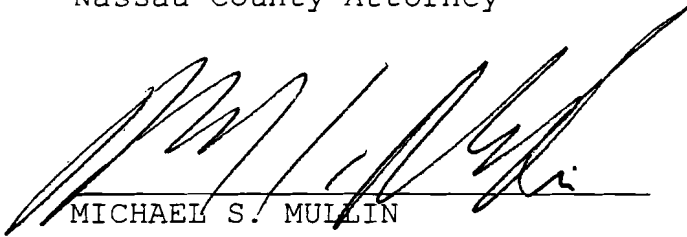
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
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

**CONSTANGY**  
**BROOKS & SMITH, LLC**

200 WEST FORSYTH STREET, SUITE 1610  
POST OFFICE BOX 41099 (32203-1099)  
JACKSONVILLE, FLORIDA 32202  
TELEPHONE (904) 356-8900 • FACSIMILE (904) 356-8200  
www.constangy.com

jdickinson@constangy.com

October 11, 2006


Michael S. Mullin, Esquire  
County Attorney  
Nassau County Board of County  
Commissioners  
P.O. Box 1010  
Fernandina Beach, FL 32035-1010

**Re: Contract for Services**

Dear Mike:

Please find enclosed the executed renewal contract for services as negotiated. We appreciate the opportunity to work with you and the County.

Sincerely,



John F. Dickinson

JFD/pp  
Enclosure