

Bryant Miller Olive

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May 10, 2010

Via electronic mail to dhallman@nassaucountyfl.com
Original via U.S. Mail

RECEIVED
2010 MAY 19 PM 3:15
COUNTY ATTORNEY

David Hallman, Esq.
Nassau County Attorney
96135 Nassau Place, Suite 6
Fernandina Beach, FL 32035-1010

Re: Assistance with Comprehensive Plan Amendments

Dear David:

This is to propose the terms of Bryant Miller Olive's engagement to represent Nassau County in obtaining approval by DCA of EAR based comprehensive plan amendments.

The rate for our legal work will be \$325/hour for my time. Suzanne Van Wyk, a senior associate with Bryant Miller Olive, may assist me with this matter. Her time will be billed at \$295/hour. If paralegals or law clerks are used, their time will be billed at \$50/hour. In addition to the foregoing professional fees, our bills will include expenses to be reimbursed to the firm for travel, long distance telephone calls, photocopying charges, and other similar costs incurred in connection with our services rendered. We will regularly provide to you a detailed, itemized accounting of all such expenses. Additional standard terms of engagement for the firm are enclosed herewith and incorporated in this proposal.

Please call me if you have any questions about this proposal. If these arrangements meet with your approval, please sign and date this letter below, return the original to me and retain a copy for your files.

JLB
~~Handwritten signature and initials~~

David Hallman, Esq.
Nassau County Attorney
May 10, 2010
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I look forward to working with you.

Sincerely yours,



Cari L. Roth

CLR/htc

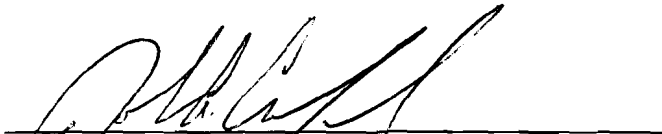
Enclosure

Approved and agreed: Board of County Commissioners
Nassau County, Florida

By: Michael H. Boyle
Michael H. Boyle, Chairman

Date: Approved 6-16-10

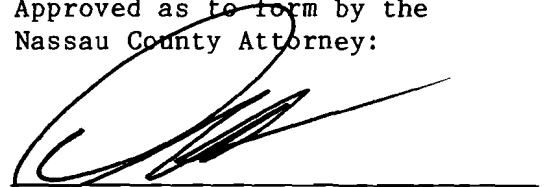
Attest as to Chairman's signature:



John A. Crawford
Ex-officio Clerk

EM
6/23/10

Approved as to form by the
Nassau County Attorney:



David A. Hallman

TERMS OF ENGAGEMENT

We appreciate your decision to retain Bryant Miller Olive PA as your legal counsel. This document explains certain important terms of our relationship.

1. Scope. Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

2. Confidentiality and Related Matters. Several points regarding the ethics of our profession that will govern our representation deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement. We generally do not represent multiple parties to a transaction or other legal matter, but to the extent this engagement involves representation of more than one similarly situated person or entity in a particular matter, our representation of the group will not include the representation of any of the members of the group in relation to any other members of the group.

3. Fees. Although fees for engagements of this nature will generally be determined on an hourly basis, we sometimes agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective. If this engagement is one for which we have specifically agreed in writing on a fixed-fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if there is a material change in the terms, conditions, scope, or nature of the work envisioned when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements, resulting in an increase in the scope, complexity or value of services to be provided by us. If any of these events occurs, you agree that our fees will be appropriately increased to account for such changed circumstances based upon the factors described below, unless you and we agree on a revised fixed fee. If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources

(including research analysis, data and documentation) that we have previously developed; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Our current hourly rates for attorneys who may work on this project are: Cari Roth \$325/hr.; Suzanne Van Wyk \$295/hr.; and for law clerks \$50/hr. Of course, our internal hourly rates change periodically to account for increases in our cost of delivery legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively. We record and bill our time in one tenth hour (six minute) increments. Also, to appropriately compensate us in situations where our services provide a significant benefit that is disproportionate to the time devoted to the matter, we may adjust the fee, subject to your approval of the adjusted fee, on an "added-value" basis if and to the extent the services contribute to a favorable result for you.

4. Out-of-Pocket Expenses. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges for certain support activities. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, court reporters, or other consultants. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses. The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from a contractor or achieve other benefits to the client if the firm provides certain functions. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

5. Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a summary of each matter for which legal services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within ⁴⁵30 days from the date of the statement, we reserve the right to impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We shall be entitled to attorneys' fees and expenses if collection activities are necessary.

6. Questions About Out Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We will attempt to provide as much billing information as you require and in such customary form that you desire.

7. Relationships with Other Clients. We are sometimes asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with us, our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics rules that govern us permit us to accept such multiple representations, assuming certain requirements are met.

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other firm personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, you agree that we may undertake the adverse representation and that all conflict issues will be deemed to have been resolved or waived by you.

8. Title Insurance Services. This firm is an approved agent for several title insurance underwriters operating in Florida. If this engagement involves a transaction for which this firm will act as the title insurance agent, this confirms that when we issue a title insurance policy, we are entitled to a portion of the title insurance premium known as the "agent's share," and the remainder is remitted by us to the underwriter. We price title insurance based on the rates promulgated by the State of Florida Department of Financial Services. In certain circumstances, where dictated by the market or other dynamics of a transaction, we sometimes agree to credit against our client's general legal fees and costs a portion of the agent's share of a substantial title insurance premium paid by our client, assuming such share exceeds the title insurance related time (valued on an hourly basis consistent with our legal fees) and costs incurred by us in our role as the title insurance agent. Unless such a credit is provided for in the accompanying letter, then such a credit or rebate will not be applicable to this engagement or any associated title insurance with which the firm is involved. Any search or exam fees charged by the underwriter will be either billed directly to you or charged to you as a vendor cost on the general legal bill or closing statement. While we appreciate your confidence in us, we wish to clarify that there are other providers of title insurance, so you should feel free to consult other providers to make sure you are comfortable with our proposal before allowing us to proceed as the title insurance agent for any transaction.

9. Termination. Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination.

Your continuing with this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.