

**AGREEMENT**

This Agreement is entered into this 12th day of December, 2011, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the Office of the Public Defender for the Fourth Judicial Circuit of Florida (hereinafter referred to as "Public Defender").

**WHEREAS**, the County finds that in order to maintain and improve the health, safety and general welfare of the community, it is necessary to adequately enforce and prosecute violations of the County's Code (hereinafter referred to as "the Code"); and

**WHEREAS**, Sections 27.51 and 27.54(2), Florida Statutes, authorize the Public Defender to defend persons accused of county ordinance violations punishable by incarceration if not ancillary to State prosecution, when the Public Defender contracts with the County for reimbursement; and

**WHEREAS**, the County and the Public Defender wish to enter into a contract for the purpose and intent of reimbursing the Public Defender for the cost of services rendered on an hourly basis to defend persons charged with violations of ordinance of the County that are punishable by incarceration and that are not ancillary to a state charge.

**NOW, THEREFORE**, that for and in consideration of the terms, conditions and covenants hereinafter provided, the Parties agree as follows:

**Section 1. Services.**

(a) Pursuant to Section 27.51(1), Florida Statutes, the Public Defender and his/her duly authorized assistant public defenders shall represent a person determined to be indigent and under arrest for, or charged with a county ordinance violation ancillary to a state charge at no cost to the County.

(b) Pursuant to Section 27.54(2), Florida Statutes, the Public Defender and his/her duly authorized assistant public defenders shall represent a person determined to be indigent and under arrest for, or charged with a county ordinance violation not ancillary to a state charge with compensation pursuant to this Agreement, so long as the court has not filed in the cause prior to trial an order of no imprisonment as provided in Section 27.512, Florida Statutes.

**Section 2. Term.**

This Agreement shall be effective upon execution, and shall continue in effect until terminated pursuant to Section 5 of this Agreement. This Agreement may be modified in writing by the mutual consent of the County and the Public Defender.

**Section 3. Payment.**

The County agrees to reimburse the Public Defender on an hourly basis for services rendered at a rate of fifty dollars (\$50.00) per hour. On a quarterly basis, the Public Defender shall provide the County with an invoice which, at a minimum, shall contain the name of the attorney providing representation, tasks performed, duration of each task and case identification information. Billing shall be in one-quarter hour increments.

All payments hereunder shall be made by the County in accordance with the Florida Prompt Payment Act. The Public Defender shall retain original detailed time records for a period of three (3) years which shall be made available for audit purposes as necessary.

**Section 4. Reporting.**

All required reports and invoices shall be submitted to:

David A. Hallman, Esq.  
Nassau County Attorney  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

**Section 5. Termination.**

Either party may terminate this Agreement at any time with or without cause by furnishing written notice to the other party with no less than sixty (60) days notice.

**Section 6. Funding Availability.**

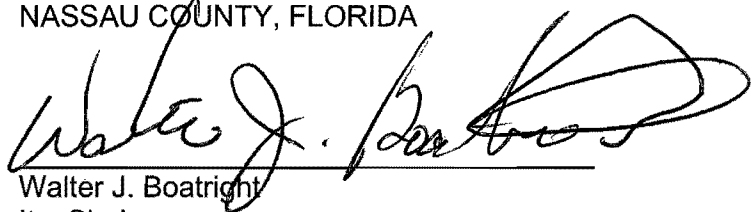
The obligations of the County under this Agreement are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners. The appropriations necessary for the funding of this Agreement shall not be pledged from ad valorem funding sources of the Board of County Commissioners of Nassau County, Florida.

**Section 7. Entire Agreement.**

This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

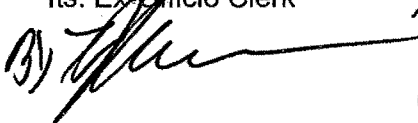


Walter J. Boatright  
Its: Chairman

Attest as to Chairman's Signature:



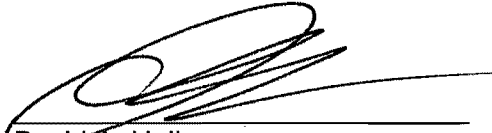
John A. Crawford  
Its: Ex-Officio Clerk



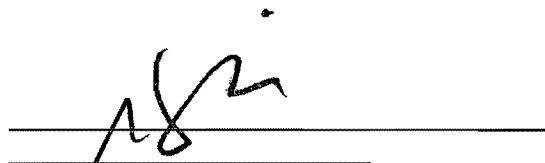
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(Signatures continue on the next page)

Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
David A. Hallman

PUBLIC DEFENDER,  
FOURTH JUDICIAL CIRCUIT

  
\_\_\_\_\_  
Public Defender  
Fourth Judicial Circuit