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CAVENDISH

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February 22, 2023

Nassau County, FL
c/o Denise C. May, County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097

**Re: Engagement for Legal Services /Shirk-O'Brien-Scott
Certiorari Petition, Fourth Judicial Circuit, Nassau County, FL**

Dear Ms. May:

Thank you for Nassau County's selection of my firm, Cavendish Partners, P.A., to represent the County (hereafter "you" or "client") in the defense of the above-captioned lawsuit ("your matter").

I am writing to memorialize the terms of my firm's representation of you in your matter.

We understand that your matter concerns a Petition for Writ of Certiorari to the Circuit Court by Petitioners Michael Shirk, Christine O'Brien, and Lea-Ellan Scott, making a third-party appeal/objection of and to a January 23, 2023 decision by the Nassau County Board of County Commissioners.

The scope of our representation of you in your matter will include all counseling, advice, representation, and lead counsel lawsuit services as your matter may require, and as you may request of us.

To the extent that you should desire additional services, we would be happy to discuss them with you. If that occurs, we would confirm, in writing, the scope of any additional services to be provided.

In addition, the purpose of this letter is to explain generally our fees and billing procedures, what you can expect from us, and what we can expect from you.

TERMS AND CONDITIONS

To simplify the language in these "Terms and Conditions", Cavendish Partners, P.A. is referred to as "we," "our," or "us." The entity being provided the legal services is referred to as "you."

Legal Fees. We will perform our legal services on an hourly rate basis. At present, we expect that I will be the lawyer

undertaking the work of your matter. My hourly rate for your matter will be \$330 per hour.

Other Disbursements and Additional Charges. Should they become necessary, we will also bill you for *the actual cost* of certain disbursements and other charges. These disbursements include such things as large-meeting conference room rental fees, certified or registered mail, expedited mail, mass mailing, or special or unusual copying and printing costs. Where these apply, these charges will be clearly included on each invoice.

Billing Procedures. We bill fees, disbursements and other services on a monthly basis and payment is due within ~~30~~ 45 days of receipt. If you make no comment about a statement within ~~30~~ 45 days of its date, we will assume that you have reviewed it and find it acceptable. Our firm can receive payment by credit card or check.

Termination. If at any time you wish to terminate our services, please notify me in writing. Likewise, if at any time we find that we are unable to continue representing you, we will notify you in writing, following Florida Bar guidelines. As soon as possible after any termination of this engagement, we will prepare a bill covering any outstanding fee and cost amounts owed as of termination.

Accompanying this letter there is an Exhibit setting forth our firm's agreement to follow certain public records procedures

and E-Verify hiring procedures, should any apply in connection with our work on your matter, in view of the County's status as a public agency.

By countersigning this letter below, you hereby accept the legal representation by Cavendish Partners, P.A. for your matter on the terms set out above.

Sincerely,

CAVENDISH PARTNERS, P.A.



MICHAEL CAVENDISH

MC/st

Acknowledged and agreed:

NASSAU COUNTY, by DENISE C. MAY, COUNTY ATTORNEY

BY: 

DATE: 2-22-23

Exhibit "A"

COMPLIANCE WITH PUBLIC RECORDS ACT

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (904) 530-6100
Email: dmay@nassaucountyfl.com
Mailing Address: Denise C. May
County Attorney
Nassau County
Board of County Commissioners
96135 Nassau Place
Yulee FL 32097

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the County to perform the Work.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
5. A request to inspect or copy public records relating to the County's contract for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the County's public records request for records, the County shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under F.S. 119.10.

Exhibit "B"

EMPLOYMENT ELIGIBILITY. Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.