

CM3430
CS-22-293

RETAINER AGREEMENT

This RETAINER AGREEMENT, the terms and conditions of which are set forth below, is made this 24th day of May, 2023, by and between NASSAU COUNTY, FLORIDA, a political subdivision of the state of Florida, through the Office of the County Attorney (hereinafter "County Attorney"), and BARTLETT LOEB HINDS & THOMPSON, PLLC (hereinafter "Contractor"), collectively, the Parties hereto. The Parties agree as follows:

1. Purpose and Scope

The purpose of this Retainer Agreement is to serve as a master contract to establish the terms and conditions under which the Contractor will provide legal services as well as transactional and litigation support, including but not limited to governmental, administrative, environmental law as well as federal, state and regional governmental affairs, and any other areas of law as deemed necessary and appropriate by the County Attorney.

2. Services

As assignments are requested, a Work Task Order will be forwarded to the Contractor outlining the Scope of Work to be performed. The Contractor will complete and submit the Work Task Order for final authorization to the County Attorney. A copy of the Work Task Order that is to be used is attached hereto and incorporated herein as Attachment "A". The Parties agree that any request for additional services associated with a Work Task Order and any associated billing adjustment must be authorized in writing before additional services can begin. Monitoring of the contracted services will be accomplished by the admission of completed documents to the County Attorney. Additionally, should the County Attorney or designee request updates as to work tasks being performed, the Contractor will provide same in a timely manner, not to exceed 7 days.

The time charged may include time Contractor spends on telephone calls, e-mails and other electronic communications relating to services within the Scope of Work, including calls and e-

mails with client, witnesses, opposing counsel, court personnel or other persons. Personnel assigned to the Work Task Order may confer among themselves about the matter, as required and appropriate. When they do confer, each person may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the personnel attends a meeting, court hearing or other proceeding, each may charge for the time spent. Time shall be billed in minimum increments of one-tenth (.1) of an hour. Contractor may charge for waiting time in court and elsewhere and for travel time, both local and out of town.

3. Additional Services

The Parties acknowledge that the Scope of Work contemplated under the Work Task Order may, from time to time, require the retention of experts or specialized consultants. Prior to retaining experts or specialized consultants, and before incurring additional expenses, the Contractor will obtain pre-approval from the County Attorney. Requests for additional services are to be made in writing and an estimate as to the cost of the additional services should be included.

4. Billing and Payment

The Contractor agrees to perform the services described herein or described within the Work Task Order in accordance with the Billing Schedule attached hereto and incorporated herein as Attachment "B". The Contractor will bill the County Attorney on a monthly basis for professional services rendered and expenses incurred in connection with this Retainer Agreement or Work Task Order, less any retainer amounts applied against services and expenses, if applicable. The County Attorney will pay each invoice within 45 days of the receipt of the invoice. If so requested, the County Attorney may agree to pay for services rendered at the conclusion of a Work Task Order. Should the County Attorney question or dispute any amount on the invoice, information regarding the disputed items will be provided with payment of the invoice, detailing

why the total amount of the invoice was not paid. If the Contractor disagrees with the reduced payment; the Contractor will notify the County Attorney, in writing, within 20 days of the payment date. If the Contractor does not advise the County Attorney, in writing, within 20 days of the payment date, it is agreed that the Contractor does not dispute the reduced payment.

The Parties agree that payment of services and expenses are to be billed as listed in the Billing Schedule. If more than one method of billing, i.e. flat rate, per page rate or hourly rate, is contemplated in the Billing Schedule, the Work Task Order will specify which billing method is to be used. The Contractor acknowledges that the County Attorney must approve, in writing (including email), the billing method for any work or any changes to the billing method contemplated in the Billing Schedule and/or Work Task Order.

5. Relationship

The Parties intend that an independent contractor relationship with the County Attorney is created by this Retainer Agreement. The Parties agree that this Retainer Agreement does not establish an employer/employee relationship. The Contractor is not to be considered an agent or employee of Nassau County for any purpose; including but not limited to application of the Fair Labor Standards Act, minimum wage, overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida Revenue and Taxation Model, and Florida Worker's Compensation. Moreover, the Contractor is not entitled to any benefits that Nassau County provides to its employees.

The Parties agree and acknowledge that the Contractor is not being retained for exclusive use. Both the Contractor and the County Attorney are free to contract services with other parties. However, it is agreed that the Contractor will not enter into other contracts with other entities if the services raise a conflict of interest. Moreover, the Contractor agrees to indemnify and hold

harmless any errors and omission or malpractice, regardless of whether they are insured for errors and omissions, or malpractice.

The Contractor shall be responsible for paying Social Security taxes and all Federal, State and local taxes and charges that may be in effect or which may hereafter be enacted or required, as charges, on the compensation received for services activity provided under this Retainer Agreement.

6. Standard of Care

The Contractor and its employees shall exercise the degree of skill and care customarily accepted as good professional practice and procedures by members of the same profession currently practicing under similar conditions in the same locality. Moreover, the Contractor agrees to provide services as expeditiously as is consistent with the standard of care and with the orderly progress of the work. The Contractor will not be responsible for failure to perform or for delays and performance of services which are not the fault or negligence of the Contractor. Notwithstanding any other provision of this Retainer Agreement, neither Party shall be liable to the other for any incidental, special, indirect or other consequential damages; however, the same may be caused.

7. Confidentiality

The Contractor agrees that for the duration of this Retainer Agreement, the Contractor will hold in strict confidentiality any information provided by the County Attorney in connection with the work assigned and will not share any confidential information with persons outside of the Contractor's employ or with departments within the Contractor's employ that are not involved in the Scope of the Work. As the work provided is either in litigation or there is a real potential for litigation, all work by the Contractor will be marked as "Work Product". Although not anticipated,

it is possible that third parties will make inquiries about work assigned to the Contractor. Should the Contractor receive any requests for information pertaining to any work governed under this Retainer Agreement and the Work Task Orders, those requests will be forwarded to the County Attorney's Office for handling. The Contractor will not respond to any inquiries, other than to route the inquirer to the County Attorney's Office.

8. Dispute

Any dispute on a claim arising out of or related to this Retainer Agreement will be presented through the County Attorney's Office representative herein to the County Attorney for informal resolution.

9. Contract Changes/Termination

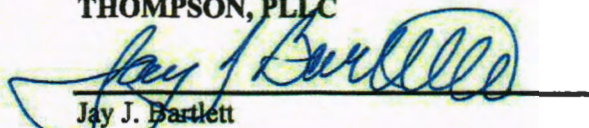
The County Attorney's Office, in its sole discretion, reserves the right to issue changes hereunder for an agreed to adjustment in the Retainer Agreement compensation responsibilities time and/or both. This contract, in whole or in part may be terminated for any caused by either Party with 30 days written notice.

10. Effective date

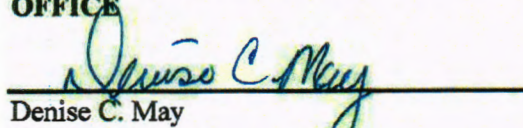
This Retainer Agreement shall become effective upon execution by both Parties. However, the date of commencement of the Contractor services shall be mutually agreed upon by the County Attorney or designee.

This Retainer Agreement signed by the Contractor on this 24th day of May, 2023, and by the Nassau County Attorney's Office on this 24th day of May, 2023.

**BARTLETT LOEB HINDS &
THOMPSON, PLLC**


Jay J. Bartlett
Contractor

**NASSAU COUNTY ATTORNEY'S
OFFICE**


Denise C. May
County Attorney

**ATTACHMENT A
WORK TASK ORDER**

TO: Jay J. Bartlett and Jeffrey L. Hinds
Bartlett Loeb Hinds & Thompson, PLLC

FROM: Denise C. May

DATE: May 24, 2023

RE: Riverstone Bert Harris Claim and Settlement

Scope of Work: Contractor shall provide professional services: Representation and counsel to Nassau County regarding the Riverstone Bert Harris Claim and Settlement as directed by the County Attorney or her designee.

Due date, if applicable:

Additional Instructions:

Billing method: Per page Hourly Flat **Other - see Attachment B**

Is this is a modification or extension of a prior Work Task Order? YES **NO**
(If this is a modification or extension, CAO, please attach prior Work Task Orders)

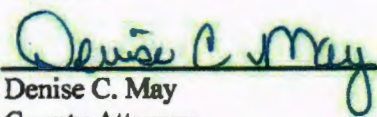
If this is a modification or extension of a prior Work Task Order, has the billing structure changed? YES NO
(If yes, Contractor, please attach updated Attachment B Billing Schedule, clearly marking it as updates, for approval by CAO)

Agreed to by:

**BARTLETT LOEB HINDS &
THOMPSON, PLLC**


Jay J. Bartlett
Contractor

**NASSAU COUNTY ATTORNEY'S
OFFICE**


Denise C. May
County Attorney

**ATTACHMENT B
BILLING SCHEDULE**

Rate Schedule (Please insert titles of those assigned to the case and rates as well as flat rates, per page rates, hourly as applicable):

Title	Rate
Partners	\$350.00
Associates	n/a
Paralegals	\$200.00
	\$
	\$
	\$
Per Page	\$
Hourly	\$
Flat Rate	\$
Other (please specify):	\$

Costs & Expense Reimbursement

Computer Research	No charge
Court Reporters	Direct invoice from vendor to client
Delivery Charges	Actual cost
Facsimile	No charge
Messenger Service	No charge
Other Expenses	Actual Cost invoices to the firm. In selected cases, these items may be directly invoiced from vendor to client.
Overnight Express	Actual cost
Photocopying	Inside copies: \$.10/copy; color \$.25/copy
	Outside copies: Actual cost

Postage	Actual cost
Process Server	Direct invoice from vendor to client
Secretarial/Paralegal Overtime	No charge
Telephone Charges	Local: No charge Long Distance: No charge Conference: Actual cost
Travel - Local/Surface	GSA allowance for mileage or actual rental charges
	Meals/Accommodations: GSA allowances for a vendor to a county
Travel - Out-of-State	Actual common carrier charges for coach
	Meals/Accommodations: GSA allowances for a vendor to a county
Word Processing	No charge