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April 25, 2022

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**BY ELECTRONIC MAIL ONLY**

Denise C. May, Esq.  
County Attorney  
Nassau County, Florida  
96135 Nassau Place  
Yulee, FL 32097

Dear Denise:

It was a pleasure speaking with you yesterday regarding our ability to assist Nassau County for matters that require outside litigation counsel on an as needed basis, including but not limited to defense of Nassau County in the pending case of Anderson v. Nassau County, Case No. 2021-CA-291. We look forward to a productive and mutually beneficial relationship. This correspondence serves to outline the terms and conditions of our engagement as conflict counsel to the Board of County Commissioners for Nassau County, Florida ("BOCC").

Our experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, and billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures, as well as the scope and terms of our engagement. Each client is encouraged to discuss with us any questions they have about these policies and procedures with us at any time. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and Douglas & Douglas ("the Firm").

1. **Scope of Engagement.** By means of this Agreement, the BOCC is engaging the Firm to provide legal services to the BOCC for any matter in which the County Attorney requires assistance and seeks the Firm's assistance, including but not limited to defense of Nassau County in the pending case of Anderson v. Nassau County, Case No. 2021-CA-291, as well as Scott v. Anderson, Case No. 2020-CA-164.

2. **Fees and Hourly Rates.** Our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on our client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client. Hourly rates are set to reflect the skill and experience of

the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis of one-tenth hours for such matters as telephone calls and e-mail letters and letters written on Firm stationery and on an actual basis for most other work. The hourly rates applicable to this matter will be \$225.00 per hour for attorneys and \$80.00 per hour for paralegals.

3. Fees for Other Services, Costs and Expenses. We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS mileage rate, document delivery charges, copying charges, computerized research, postage, and other transaction related expenditures. Our legal representation may also involve, with your prior consent, additional services provided by third party Contractors, such as costs for the appearance of a court reporter at depositions or hearings, the cost of transcripts and similar expenses. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges. We will advise the client from time to time when we expect items of significant cost to be incurred. Please note that no separate charge is made for the Firm's secretarial or word processing services; those costs are included within the above hourly rates.

4. Advance Retainer Toward Fees and Costs. We will require a \$1,500.00 retainer. We will bill against this retainer at our hourly rate until the retainer is exhausted at which time we will either request that you replenish the retainer or submit monthly bills of the time and expenses incurred for that month.

5. Monthly Statements and Payment Terms. Our practice is to send a monthly statement for legal services rendered and for reimbursement of payments made on our client's behalf for outside additional services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Each monthly statement is fully due and payable upon receipt, but in no event later than forty-five (45) days after its issuance date. We reserve the right to charge, at the rate of one per cent (1.0%) per month, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from forty-five (45) days after the statement issuance date until payment.

We make every effort to handle your representation in an efficient manner to minimize attorney fees and costs. We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if you should have any question about or object to our statement, our services, or our charges, we encourage you to raise it for discussion.

6. **Withdrawal from Representation.** The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. This Agreement is subject to termination by either party upon reasonable notice for any reason. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the Firm.

7. **Duties upon Termination of Active Representation.** Upon termination of our active involvement in a particular matter, we will have no duty to inform you of further developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been engaged.

8. **Future Matters.** Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement, except that our obligation to represent you shall consist of an obligation to furnish appropriate representation in such future matters with reasonable diligence as applicable to the matter in question.

9. **Conflicts.** From time to time, you may have business or legal dealings with one or more of our other existing or future clients. This will confirm your agreement that our engagement by you on this matter will not preclude us from representing clients who may be interacting with you on unrelated matters. We will not, of course, accept any directly adverse engagement that is substantially related to the subject matter of this engagement, or which would impair the confidentiality of proprietary, sensitive or otherwise confidential communications made to us.

10. **File Retention.** As a general rule, we keep each client's files for ten years after we close that file. After ten years we destroy those files, unless the client advises us otherwise. If you want us to keep your files for a longer period of time, or return them to you, please so inform us.

11. **Disclaimer of Guarantee.** Nothing in this agreement and nothing in our statements to you is to be construed as a promise or guarantee about the outcome of any matter. We make no such promises or guarantees.

12. **Entire Agreement.** This Agreement contains all terms of the agreement between us applicable to our representation of you and may not be modified except by a written agreement signed by both of us.

13. **Maintenance and Public Access to Records.**

In compliance with Section 119.0701, Florida Statutes (2016), the Firm, as the Contractor as defined by Fla. Stat. 119.0701(1)(a), shall:



- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Contractor. Any documents created by the Contractor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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.
- C. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Failure of the Firm to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Firm to compel production of public records where the Contractor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Firm as authorized by 119.0701, Fla. Stat.

**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 AGREEMENT, THE PROFESSIONAL MUST CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS at (904) 530-6100**  
**[records@nassaucountyfl.com](mailto:records@nassaucountyfl.com), 96135 Nassau Place, Suite 6, Yulee,**  
**Florida 32097.**

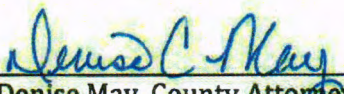
14. Use of E-verify.

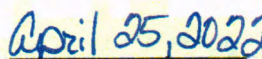
- A. Pursuant to Fla. Stat. § 448.095, effective July 1, 2020, PROFESSIONAL shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired during the term of this Agreement.
- B. Subcontractors
- (i) Professional shall also require all subcontractors performing work under this Agreement to register with and use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
  - (iii) Professional shall provide a copy of such affidavit to Nassau County upon receipt and shall maintain a copy for the duration of the Agreement.
- C. PROFESSIONAL must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and NASSAU COUNTY may choose to terminate the Agreement at its sole discretion. PROFESSIONAL may be liable for all costs associated with NASSAU COUNTY securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

**ACKNOWLEDGMENT**

The undersigned has read and understood the foregoing Engagement Terms & Billing Policies and accepts and agrees to all of its terms and conditions.

Client  
Signature:

  
Denise May, County Attorney

  
Date