

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 19th day of June, 2006, by and between WAKULLA COUNTY, FLORIDA, hereinafter referred to as "COUNTY" and RONALD A. MOWREY, and MOWREY & BIGGINS, P.A., Attorneys at Law, hereinafter referred to as "MOWREY", on the following terms and conditions.

WHEREAS, MOWREY, while serving as Wakulla County attorney for approximately twenty-five (25) years has gained valuable experience regarding the operation of Wakulla County government and its business; and

WHEREAS, MOWREY retains professional staff specifically designated to work on Wakulla County business; and

WHEREAS, MOWREY maintains extensive equipment necessary to render services to Wakulla County; and

WHEREAS, MOWREY, retains extensive library resources, a significant portion of which are necessary to provide quality services to WAKULLA COUNTY; and

WHEREAS, MOWREY agrees to provide professional services as County Attorney.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties specifically agree as follows:

1. This contract shall be for a period of three (3) years, commencing October 1, 2006, and may be renewed for consecutive three-year terms.

2. Mowrey will perform all legal services reasonably required of the County Attorney by the Board of County Commissioners and the Wakulla County Planning Commission, including litigation, as described hereafter and in accordance with the terms in paragraph 3:

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- (a) Mowrey shall attend all regular and special meetings of the County Commission and Planning Commission, including workshops.
 - (b) Mowrey shall provide legal opinions and general legal advice to the County Commission and Planning Commission, as needed.
 - (c) Mowrey shall provide adequate office space and absorb all costs for operating same. maintain errors and omissions insurance coverage during the term of this contract and maintain necessary legal research resources to provide the abovementioned services.
3. For the services set forth above, Mowrey shall be compensated as follows:
- (a) For the fiscal year October 1, 2006 through September 30, 2007, the base contract amount of One Hundred Forty Thousand and no/100 (\$140,000.00) Dollars, payable on the first day of each month beginning October 1, 2006, in equal monthly installments of Eleven Thousand Six Hundred Sixty-Six and 66/100 (\$11,666.66) Dollars.
 - (b) For the fiscal year October 1, 2007 through September 30, 2008, and October 1, 2008 through September 30, 2009, the base contract amount shall be increased annually by the consumer price index (CPI).
 - (c) For all representation in legal proceedings, which shall include litigation in state or federal courts, mediations, arbitrations, administrative proceedings, appellate proceedings or local enforcement proceedings, (hereinafter collectively "Litigation"), Mowrey shall be compensated on an hourly basis at the rate of \$150.00 per hour. Litigation shall specifically exclude defenses to foreclosures, quiet title actions, and small claims cases, and any case in which Mowrey provides assistance to FACT-appointed counsel. , which shall be covered under the base contract as general legal

services, as set forth in paragraph 2 above.

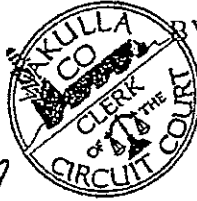
4. This contract may be terminated pursuant to mutual agreement by both parties.

This contract was approved by WAKULLA COUNTY in a duly advertised public meeting, this 19th day of June, 2006, by a 3-2 vote.

IN WITNESS WHEREOF the parties cause this agreement to be executed by their duly authorized representative.

WAKULLA COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: Maxie Lawhon
Maxie Lawhon, Chairman



ATTEST:

Brent X. Thurmond, PC
Brent X. Thurmond, Ex-Officio
Clerk to the Board

RONALD A. MOWREY
MOWREY & BIGGINS, P.A.

BY: Ronald A. Mowrey
Ronald A. Mowrey, President