

**ACKNOWLEDGEMENT AND AGREEMENT  
REGARDING CONFLICT OF INTEREST**

**NELSON HESSE:** Nelson Hesse, LLP

**SCHOOL BOARD:** The School Board of Sarasota County, Florida

**RE:** *School Board of Sarasota County, Florida v. City of North Port, North Port, et al*; Case No. 2008 CA 020542 NC

The School Board of Sarasota County, Florida (“School Board”) and Nelson Hesse, LLP (“Law Firm”), enter into this agreement as to a presently existing conflict of interest relating to the above-referenced case (the “Assessment Case”) now pending in the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida.

**Recitals**

- A. Law Firm has previously represented and continues to represent City of North Port (“City”) in the Assessment Case, brought by School Board, in which City and School Board are adverse parties.
- B. Law Firm has previously represented and has been requested by School Board to continue to represent School Board in School Board Matters which are unrelated to the assessment Case or to other City Matters.
- C. Law Firm is not representing School Board in any matters involving City.
- D. Law Firm is not representing City in any matters involving School Board except the Assessment Case.
- E. Law Firm has advised School Board of the conflict of interest created by the pendency of the Assessment Case.
- F. Law Firm has requested that School Board waive the conflict of interest as to the Assessment Case to allow Law Firm to continue to represent City in the Assessment Case in a secondary capacity, with an attorney unconnected to Law Firm acting as primary legal counsel to City in the Assessment Case.
- G. Law Firm has advised School Board that it should seek advice of independent counsel as to their rights and interests with respect to the disclosed conflict of interest and the waiver requested by Law Firm.

IN CONSIDERATION of the foregoing Recitals, which are true and incorporated into this Agreement, the parties agree as follows:

- 1. School Board consents to Law Firm’s continued representation of:
  - (a) City in the Assessment Case on the conditions set forth in Recital F.
- 2. Law Firm shall promptly advise School Board of any other conflicts of interest that may arise as to Law Firm’s representation of it, and, with respect to any such conflicts, shall act in accord with the Rules of Professional Conduct of the Florida Bar.

3. Nothing contained herein shall limit or restrict the ability of the Law Firm to represent School Board or City in future unrelated matters, subject to Law Firm's compliance with the Rules of Professional Conduct of the Florida Bar.
4. This Agreement may be executed by the parties in duplicate counterparts, each of which when taken together shall be considered part of the same instrument. Facsimile or electronic signatures shall be considered as originals.
5. Each person executing this Agreement on behalf of a party, by such execution, represents and warrants that all official actions required to be taken by that party to approve this Agreement and to authorize its execution have been performed.

**SCHOOL BOARD**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LAW FIRM**

By: \_\_\_\_\_

Printed Name: Robert K. Robinson

Title: Partner

Date: \_\_\_\_\_