

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made and entered into, and effective this 25<sup>th</sup> day of July, 2016, by and between the Nassau County Value Adjustment Board, hereinafter referred to as "VAB", and the law firm of Tomassetti & Prince, whose principal office address is located at 406 Ash Street, Fernandina Beach, Florida 32034, hereinafter referred to as "Tomassetti & Prince".

**WHEREAS**, pursuant to Florida Statutes §194.015, the VAB must appoint qualified private counsel to be present during each and every meeting of the VAB; and

**WHEREAS**, the VAB issued a Request for Qualifications (RFQ) and a Scope of Services to solicit responses from qualified attorneys to represent the VAB; and

**WHEREAS**, Tomassetti & Prince responded timely to the RFQ; and

**WHEREAS**, Tomassetti & Prince desires to render certain services as described in the Scope of Services, and represents that it is qualified to perform such services and has the experience, staff and resources to perform those services; and

**WHEREAS**, the VAB, through its competitive selection process conducted in accordance with the requirements of law has determined that it would be in the best interest of the VAB to award a contract to Tomassetti & Prince for the rendering of those services described in the Scope of Services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**ARTICLE 1 – EMPLOYMENT OF FIRM**

The VAB hereby agrees to engage the law firm of Tomassetti & Prince, and the law firm of Tomassetti & Prince hereby agrees to perform the services set forth in the Scope of Services.

**ARTICLE 2 – SCOPE OF SERVICES**

Teresa Prince, managing partner for Tomassetti & Prince, shall provide legal representation to the VAB in preparation for and during VAB hearings and such duties and responsibilities as outlined in Florida Statutes and Florida Administrative Code. Representation of the VAB in connection with litigation is not included in the Scope of Services under the agreement. Any additional services may be specifically designated and additionally authorized by the VAB.

### ARTICLE 3 – TERM OF AGREEMENT

The term of this Agreement shall be for the period July 25, 2016 to July 25, 2017. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this Agreement shall be in one (1) month increments. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the parties.

### ARTICLE 4 – COMPENSATION

4.1 The VAB shall pay Tomassetti & Prince Two Hundred and Twenty-five Dollars (\$225.00) per hour for all attorney time billed, subject to the following restrictions:

A. Tomassetti & Prince shall not bill for more than one attorney in any inter-firm communications;

B. Tomassetti & Prince shall not bill for travel time to and from meetings.

C. For non-mandatory training costs, Tomassetti & Prince shall prepare a cost estimate which must be approved by the VAB prior to it being incurred.

4.2 Tomassetti & Prince shall prepare and submit to the VAB, for approval, quarterly invoices for the services rendered under this Agreement. All fees and costs reflected on invoices shall be divided between the Nassau County School Board and the Nassau County Board of County Commissioners, two fifths (2/5ths) and three fifths (3/5ths) respectively, pursuant to the requirements of Florida Statutes§194.015. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a statement identifying the nature and progress of the work performed. The statement shall show a summary of fees with the accrual of the total fees billed and credits for portions paid previously. The VAB shall promptly notify Tomassetti & Prince if any invoice or statement is found to be unacceptable and will specify the reasons therefore. The VAB reserves the right to withhold payment of any invoice found unacceptable until such time as the discrepancy is resolved.

4.3 Final Invoice: In order for both parties herein to close their books and records, Tomassetti & Prince will clearly state “Final Invoice” on the final/last billing to the VAB, this indicates

that all services have been perform and all charges and costs have been invoiced to the VAB and that there is no further work to be performed under the terms of this contract.

#### **ARTICLE 5 – EXTENT OF AGREEMENT**

5.1 This Agreement represents the entire and integrated agreement between the VAB and Tomassetti & Prince and supersedes all prior negotiations, representations, or agreement, either written or oral.

5.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

#### **ARTICLE 6 – TERMINATION OF AGREEMENT**

This Agreement may be terminated by the VAB for convenience, upon thirty (30) days' written notice to Tomassetti & Prince. In such event, Tomassetti & Prince shall be paid its compensation for services performed prior to the termination date. In the event that Tomassetti & Prince abandons this Agreement or causes it to be terminated, Tomassetti & Prince is liable to the VAB for any and all loss pertaining to this termination.

#### **ARTICLE 7 – GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

#### **ARTICLE 8 – NOTICE**

8.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

The VAB:

Nassau County Value Adjustment Board  
c/o John A. Crawford, Clerk  
76347 Veterans Way, Suite 456  
Yulee, Florida 32097

Copy to the County Attorney:

Michael S. Mullin, Esq.  
Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

Copy to School Board Attorney:

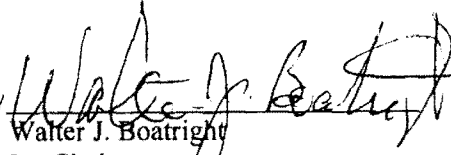
Leonard Hackett, Esq.  
Attorney for Nassau County School Board  
4305 Salisbury Road  
Jacksonville, Florida 32216

Tomassetti & Prince:

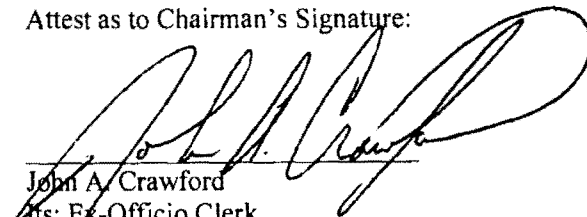
Teresa L. Prince, Esq.  
Tomassetti & Prince  
406 Ash Street  
Fernandina Beach, Florida 32034

IN WITNESS WHEREOF, the parties have placed their hands and seals the day and year first written above.

NASSAU COUNTY VALUE ADJUSTMENT BOARD

By   
Walter J. Boatright  
Its: Chairman

Attest as to Chairman's Signature:

  
John A. Crawford  
Its: Ex-Officio Clerk

Tomassetti & Prince

  
Teresa L. Prince, Esq., Managing Partner