

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made and entered into, and effective this 31<sup>st</sup> day of July, 2025, by and between the Nassau County Value Adjustment Board, 76347 Veterans Way, Yulee, Florida 32097, hereinafter referred to as "VAB", and Law Office of Holly E. Cosby, PA whose principal office address is located at 602 Center Road, Fort Myers, Florida 33907, hereinafter referred to as "ATTORNEY".

**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 Proposals COC2025-001 (RFP) for qualifications and pricing and a Scope of Services to solicit responses from qualified attorneys to represent the VAB; and

**WHEREAS**, ATTORNEY responded timely to the RFP; and

**WHEREAS**, ATTORNEY desires to render certain services as described in Section 1.03 Scope of Services To Be Provided by Respondent ("RFP 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 ATTORNEY for the rendering of those services described in the RFP Scope of Services which is incorporated fully herein.

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

### **ARTICLE 1 - RECITALS**

The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

### **ARTICLE 2 – EMPLOYMENT OF FIRM**

The VAB hereby agrees to engage the ATTORNEY and the ATTORNEY hereby agrees to perform the services set forth in the RFP Scope of Services.

### **ARTICLE 3 – SCOPE OF SERVICES**

ATTORNEY 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 and the RFP Scope of Services. Representation of the VAB in connection with litigation is not included in the RFP Scope of Services under the agreement. Any additional services may be specifically designated and additionally authorized by the VAB.

#### **ARTICLE 4 – TERM OF AGREEMENT**

The term of this Agreement shall be for the period August 1, 2025 to July 31, 2026. 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 5 – COMPENSATION AND LICENSE**

5.1 The VAB shall pay the ATTORNEY Two-Hundred Forty Dollars (\$240.00) per hour for all ATTORNEY time billed, subject to the following restrictions:

- A. ATTORNEY shall not bill for more than one ATTORNEY in any inter-firm communications;
- B. ATTORNEY shall only bill five (5) hours of billable time for each trip to VAB meetings which require in person attendance for travel reimbursement. ATTORNEY shall not bill for any other travel expenses. The five (5) hour total of billable time at the hourly rate is the maximum which may be charged for travel reimbursement.
- C. For non-mandatory training costs, ATTORNEY shall prepare a cost estimate which must be approved by the VAB prior to it being incurred.
- D. ATTORNEY shall attend magistrate meetings via Zoom when monitoring magistrate meetings when requested.

5.2 ATTORNEY 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 by the

VAB and paid by 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 ATTORNEY 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.

5.3 Final Invoice: In order for both parties herein to close their books and records, ATTORNEY will clearly state "Final Invoice" on the final/last billing to the VAB, this indicates that all services have been performed 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.

5.4 The ATTORNEY shall secure and maintain all licenses and permits required to perform the services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

#### **ARTICLE 6 – EXTENT OF AGREEMENT**

6.1 This Agreement represents the entire and integrated agreement to include the RFP Scope of Services between the VAB and ATTORNEY and supersedes all prior negotiations, representations, or agreement, either written or oral.

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

#### **ARTICLE 7 – TERMINATION OF AGREEMENT**



This Agreement may be terminated by the VAB for convenience, upon thirty (30) days' written notice to ATTORNEY. In such event, ATTORNEY shall be paid its compensation for services performed prior to the termination date. In the event that ATTORNEY abandons this Agreement or causes it to be terminated, ATTORNEY is liable to the VAB for any and all loss pertaining to this termination. ATTORNEY shall have the right to terminate this Agreement upon ninety (90) days' written notice to the VAB.

#### **ARTICLE 8 – GOVERNING LAW AND VENUE**

8.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

8.2 The ATTORNEY shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

8.3 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 9 – NOTICE**

9.1 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 Mitch L. Keiter, Clerk  
Robert M. Foster Justice Center  
76347 Veterans Way, Suite 456  
Yulee, Florida 32097

Copy to the County Attorney:

Denise C. May, Esq.  
Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

Copy to School Board Attorney:

Brett Steger, Esq.  
Attorney for Nassau County School Board  
1869 S. 8<sup>th</sup> Street  
Fernandina Beach, Florida 32034

The Attorney:

Law Office of Holly E. Cosby, P.A.  
c/o Holly E. Cosby, Esq.  
602 Center Road  
Fort Myers, Florida 33907  
(239) 931-0006

#### **ARTICLE 10 – ASSIGNMENT**

The ATTORNEY shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the VAB.

#### **ARTICLE 11 – ACCESS AND AUDITS OF RECORDS**

The ATTORNEY shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Agreement. The VAB and the VAB Clerk shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the ATTORNEY.

#### **ARTICLE 12 – INDEPENDENT CONSULTANT STATUS**

12.1 The ATTORNEY shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the ATTORNEY or any of its agents or employees to be an agent, employee or representative of the VAB.

**ARTICLE 13 – INDEMNIFICATION**

The ATTORNEY shall indemnify and hold harmless the VAB and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the ATTORNEY or any persons employed or utilized by the ATTORNEY, in the performance of this Agreement. The ATTORNEY shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the VAB in connection with the ATTORNEY's performance under this Agreement.

**ARTICLE 14 – INSURANCE**

14.1 The ATTORNEY shall provide and maintain at all times during the term of this Agreement, without cost or expense to the VAB, such commercial (occurrence form) or comprehensive general liability, automobile, workers compensation, professional liability, and other insurance policies as detailed in the RFP. The policy limits required are to be considered minimum amounts.

14.2 The ATTORNEY shall provide to the VAB a Certificate of Insurance for all professional liability policies of insurance and renewals thereof in a form acceptable to the VAB. Said certificates shall provide that the VAB is an additional insured, and that the VAB shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are licensed and authorized under the laws of the State of Florida.

**ARTICLE 15 – E-VERIFY**

15.1 The ATTORNEY shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the ATTORNEY during the term of this Agreement to work in Florida. Additionally, if the ATTORNEY uses subcontractors to perform any portion of the work (under this Agreement), the ATTORNEY shall include a requirement in the subcontractor's Agreement that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to



perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

15.2 The ATTORNEY shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the VAB or other authorized entity consistent with the terms of the ATTORNEY's enrollment in the program. This includes maintaining a copy of proof of the ATTORNEY's and subcontractors' enrollment in the E-Verify program. If the ATTORNEY enters into an Agreement with a subcontractor, the subcontractor shall provide the ATTORNEY with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The ATTORNEY shall maintain a copy of such affidavit for the duration of the Agreement.

15.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the VAB may treat a failure to comply as a material breach of the Agreement. If the VAB terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the ATTORNEY may not be awarded a public agreement for at least one (1) year after the date on which the Agreement was terminated and the ATTORNEY is liable for any additional costs incurred by the VAB as a result of the termination of this Agreement.

#### **ARTICLE 16 – SEVERABILITY**

If any article, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

#### **ARTICLE 17 – DISPUTE RESOLUTION**

17.1 In the event of a dispute regarding the interpretation of the terms of this Agreement, the VAB, in its sole discretion, may elect to use the dispute resolution process as set forth in this Article.

17.2 In the event the VAB elects to use the dispute resolution process under this Article, the VAB shall send a written communication to the ATTORNEY pursuant to this Article. The written notification shall set forth the VAB's interpretation of the terms of this Agreement.

17.3 The VAB shall then set a date and time for the parties to meet with the VAB or designee. This meeting shall be set no more than thirty (30) days from the date that the written communication was sent to the ATTORNEY. The ATTORNEY may submit a written response to the VAB's written communication no less than ten (10) days prior to the meeting with the VAB or designee.

17.4 If no satisfactory resolution as to the interpretation of the Agreement terms reached at the meeting with the VAB or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the VAB and the cost of mediation shall be borne by the ATTORNEY. The ATTORNEY shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this Article, notwithstanding Article 7 hereinabove.

#### **ARTICLE 18 – PUBLIC RECORDS**

18.1 The VAB is a public agency subject to Chapter 119, Florida Statutes. **IF THE ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 458-4600, [VAB@NASSAUCLERK.COM](mailto:VAB@NASSAUCLERK.COM), 76347 VETERANS WAY, SUITE 456, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that the ATTORNEY is providing services to the VAB, and pursuant to Section 119.0701, Florida Statutes, the ATTORNEY shall:

- a. Keep and maintain public records required by the VAB to perform the service.
- b. Upon request from the VAB's custodian of public records, provide the VAB 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 this chapter 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 ATTORNEY does not transfer the records to the VAB.



d. Upon completion of the Agreement, transfer, at no cost, to the VAB all public records in possession of the ATTORNEY or keep and maintain public records required by the VAB to perform the service. If the ATTORNEY transfers all public records to the VAB upon completion of the Agreement, the ATTORNEY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ATTORNEY keeps and maintains public records upon completion of the Agreement, the ATTORNEY shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the VAB, upon request from the VAB's custodian of public records, in a format that is compatible with the information technology systems of the VAB.

18.2 A request to inspect or copy public records relating to the VAB's contract for materials shall be made directly to the VAB. If the VAB does not possess the requested records, the VAB shall immediately notify the ATTORNEY of the request, and the ATTORNEY shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

18.3 If the ATTORNEY does not comply with the VAB's request for records, the VAB shall enforce the Agreement provisions in accordance with the Agreement.

18.4 If the ATTORNEY fails to provide the public records to the VAB within a reasonable time, the ATTORNEY may be subject to penalties under Section 119.10, Florida Statutes.

18.5 If a civil action is filed against the ATTORNEY to compel production of public records relating to the Agreement, the Court shall assess and award against the ATTORNEY the reasonable costs of enforcement, including reasonable attorney fees if:

a. The Court determines that the ATTORNEY unlawfully refused to comply with the public records request within a reasonable time; and

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the ATTORNEY has not complied with the request, to the VAB and to the ATTORNEY.

18.6 A notice complies with subsection b. hereinabove, if it is sent to the VAB's custodian of public records and to the ATTORNEY at the ATTORNEY's address listed on its Agreement with the VAB or to the ATTORNEY's registered agent. Such notices shall be sent pursuant to this Agreement.

18.7 If the ATTORNEY complies with a public records request within eight (8) business days after the notice is sent, the ATTORNEY is not liable for the reasonable costs of enforcement.

#### ARTICLE 19 – ATTORNEY'S FEES

Notwithstanding the provisions of ARTICLE 18 hereinabove, in the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

#### ARTICLE 20 – CONSTRUCTION OF AGREEMENT

The parties hereby acknowledge that they have fully reviewed this Agreement and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

NASSAU COUNTY VALUE ADJUSTMENT BOARD

By

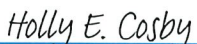
  
Jeff Gray  
Its: Chairman

Attest as to Chairman's Signature:



Mitch L. Keiter  
Its: Ex-Officio Clerk

Attorney or Firm

  
Holly E. Cosby (Aug 1, 2022 12:50:19 CDT)  
Law Office of Holly E. Cosby, PA  
By: Holly E. Cosby, Esq., its President