

CHARLES GAUTHIER, FAICP, LLC

1780 COPPERFIELD CIRCLE
TALLAHASSEE, FL 32312
CHARLES.GAUTHIER.FAICP@GMAIL.COM
(850) 544-8588

**RETAINER AGREEMENT
EXPERT LAND USE PLANNING SERVICES**

This AGREEMENT is entered into this 24th day of September, 2025, between Charles Gauthier, FAICP, LLC, as Consultant ("Gauthier") and Nassau County ("County") as client.

WHEREAS, the Nassau County Attorney wishes to retain the services of Gauthier to conduct an independent review of historic development authorizations as they relate to restrictions on use of beach areas for parking and driving in the context of Chapter 89-445, Laws of Florida, as interpreted by a Judicial Final Judgement dated April 28, 1997.

WHEREAS, this AGREEMENT sets forth the terms whereby Gauthier will be retained, provide services, and be compensated for expert land use planning consulting services.

NOW THEREFORE, the parties agree to the following:

- 1) Gauthier shall provide expert planning services under the direction of the Nassau County Attorney, Denise M. May, Esq.
- 2) Gauthier shall review development orders which may be subject to Chapter 89-445, Laws of Florida, and provide a written opinion as to the geographic applicability of the Special Act.
- 3) The County shall assist Gauthier's review by providing relevant development orders for his inspection, either electronically or in person, and other background information as may be necessary.
- 4) The scope of Gauthier's work activities shall be as defined by the County and payment for Gauthier's services shall be paid at the rate of \$250.00 for each hour of time devoted to this matter. Should travel become necessary Gauthier's rate for travel time is \$125 for each hour and the County will be responsible for miles traveled at the standard federal rate and reasonable overnight accommodations. Invoices will be submitted at the end of each month.
- 5) Term and Termination

This Agreement shall commence upon the Effective Date and continue until terminated, as provided herein. Either party may terminate this Agreement without cause upon thirty (30) calendar days written notice to the other party. In the event of termination, Gauthier shall cease work hereunder and the County shall compensate Gauthier for services rendered through the date of termination.

6) Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for professional services. The inclusion of this statement and provisions below shall not be construed to imply that Gauthier has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that Gauthier is acting on behalf of the County as provided under Section 119.011 (2) , Florida Statutes, or that the statement or provisions are otherwise applicable to Gauthier.

IF GAUTHIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT records@nassaucountyfl.com.

Gauthier will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County 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.
- iii) 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 contract term and following completion of this Agreement if Gauthier does not transfer the records to the County.
- iv) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of Gauthier or keep and maintain public records required by the County to perform the service. If Gauthier transfers all public records to the County upon completion of the Agreement, Gauthier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Gauthier keeps and maintains public records upon completion of the Agreement, Gauthier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's

custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of Gauthier to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the County.

7) Notice

Notice required to be given pursuant to this Agreement shall be deemed given as of the date of personal service or within five (5) business days after depositing such notice with the United States Postal Service, first class, registered or certified or within two (2) business days after depositing such notice with a nationally recognized overnight courier service to the addresses as follows:

County:

Denise May
Nassau County Attorney 96135 Nassau Pie.
Suite 6
Yulee, Florida 32097
dmay@nassaucountyfl.com
904-530-6100

Gauthier:

Charles Gauthier, FAICP, LLC
1780 Copperfield Circle
Tallahassee, Florida 32312
Charles.Gauthier.FAICP@gmail.com
850-544-8588

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Either party may change the address or number to which notices are to be delivered by giving written notice to the other party in the manner set forth herein.

8) Assignment

Gauthier will not assign its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the County, which consent the county may withhold in its sole discretion.

9) Modification

No oral explanation or oral information by either of the parties hereto shall alter the meaning or interpretation of this Agreement and neither party shall claim any amendment, modification or release from any provisions hereof by reason of a course of action or mutual agreement unless such agreement is in writing and executed by the respective duly authorized representatives of each of the parties hereto.

10) Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to any rules of conflicts of law. Venue of any disputes relating to this Agreement shall be in Nassau County, Florida.

11) Entire Agreement

This Agreement is intended as the final expression of the parties' agreement and it is the complete and exclusive statement of the terms thereof. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein. There are no other understanding, agreements, or representations, expressed or implied, relating to this Agreement.

12) Waiver

Any waiver by either party of any term, condition or breach of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same or another term or condition and shall not in any way affect, limit, or waive such party's right thereafter to enforce strict compliance with every other term and condition hereof.

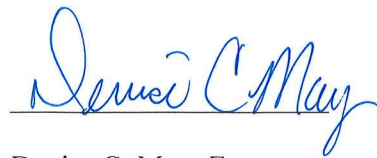
13) Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.



Charles Gauthier, FAICP



Denise C. May, Esq.