

003-MAJ-2008  
Nassau County Board of County Commissioners

### SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is effective as of August 27, 2008 (the "Effective Date") by and between MAJOR Planning LLC, a Florida limited liability company with a principal address at 2508 Dellwood Avenue, Jacksonville, Florida ("Consultant"), and

Name: Nassau County Board of County Commissioners  
Address: 96135 Nassau Place  
Room Suite 6  
Yulee, FL 32097  
("Client").

In consideration of the mutual covenants and promises set forth below and the good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged by each party, Consultant and Client, each intending to be legally bound, agree as follows:

#### I. SERVICES

Client agrees to employ and retain Consultant for expert testimony and preparation of materials and witnesses for evidentiary hearing, as directed by Client, and for the purpose of providing advice, consultation and planning services (the "Services") regarding comprehensive planning and zoning issues related to litigation in which the Client is involved. Consultant hereby agrees to perform the Services upon the terms and conditions set forth in this Agreement, and as requested by the Client.

#### II. FEES

A. Client agrees to compensate Consultant for Services in an amount equal to (i) the standard hourly billing rates for Consultant as set forth on Exhibit A: Standard of Hourly

Rates, attached hereto and incorporated herein by reference, times the number of hours in which Services were performed (including the time required to travel to and from any location required to perform Services during the billing period), provided however, the amount shall be equal to One Hundred and Five and 00/100 Dollars (\$105.00) per hour *multiplied by* eight (8) hours for any Services provided by Consultant involving travel outside of the Florida counties of Duval, St. Johns, Clay, Baker, and Nassau; plus (ii) actual expenses incurred by Consultant in the performance of the Services ("Expenses") in accordance with Exhibit B: Expense Reimbursement Policy, attached hereto and incorporated herein by reference, and as adjusted pursuant to Section II.B below.

- B. To the extent practicable and consistent with the requirements of sound professionalism, Consultant will attempt to reduce Client's bills by assigning each task required to perform the Services to the person employed by Consultant best able to perform it at the lowest rate provided such person has the requisite knowledge and experience to perform such task.
- C. Consultant's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change annually on January 1st. Annually revised hourly billing rates shall not go into effect without notice to and consent by Client; however, Client agrees that Client hereby consents to annual standard hourly billing rate adjustments of up to \$10 for each person employed by Consultant.

### **III. INVOICES AND PAYMENT**

- A. Consultant shall issue an invoice on or before the fifteenth (15<sup>th</sup>) of each calendar month for Services performed and Expenses incurred during the previous calendar month. Client agrees to deliver payment to Consultant in the full amount indicated on such invoice in accordance with the Prompt Payment provisions of the Florida Statutes. If Consultant does not receive full payment for any such invoice within sixty (60) days, Client agrees that Consultant shall not be obligated to perform additional Services without regard to remaining actions necessitating attention by Consultant.
- B. The Client shall promptly notify the Consultant if any invoice or statement is found to be unacceptable and will specify the reasons therefor. The Client reserves the right to withhold payment of any invoice found unacceptable until such time as the discrepancy is reasonably resolved.
- C. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the

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

**II. CLIENT FILES**

Consultant shall maintain in its regular offices the files and work product materials ("Client File") of Client generated or received by Consultant. Upon completion of performance of the Services, the Client File shall be stored by Consultant in accordance with its records retention policies but shall be held no longer than five (5) years unless (a) specifically directed otherwise by Client or (b) the Client File is requested by Client in which event Consultant shall return the Client File to Client provided that all fees and obligations established in this Agreement have been satisfied in full in accordance with the terms herein.

**V. DEFAULT**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to costs, outstanding balances and any late penalty fees due under this Agreement.

**VI. TERM; TERMINATION**

The term of this Agreement shall commence on the Effective Date and continue until terminated as hereinafter provided (the "Term"). During the Term, either party may terminate this Agreement with or without cause by giving fourteen (14) calendar days written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the effective date of such termination.

**VII. GOVERNING LAW; VENUE**

The validity, construction, enforcement and interpretation of this Agreement shall be governed by the substantive laws of the State of Florida without respect to conflicts of laws principles. The parties hereto consent to the jurisdiction of the federal court and state courts located in Nassau County, Florida for any action or suit arising out of this Agreement and waive any defense to such jurisdiction, including without limitation, any defense based on venue or inconvenient forum.

**VIII. PARAGRAPH HEADINGS**

Paragraph, section and other headings used in this Agreement are used for convenience only, and shall not be construed as limiting this Agreement or any of its several paragraphs, sections or other parts to the provisions described by such paragraph, section or other headings.

**IX. CONSTRUCTION**

There shall be no rule of construction for or against any party by reason of the physical preparation of this Agreement.

**X. SEVERABILITY.**

Each paragraph, section, provision, sentence, and part thereof of this Agreement shall be severable from each other paragraph, section, provision, sentence, or part thereof of this Agreement, and the invalidity or unenforceability of any such paragraph, section, provision, sentence, or part thereof, shall not affect the validity or enforceability of the balance of this Agreement.

**XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement relating to the subject matter of this Agreement. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

**XII. EXECUTION OF AGREEMENT**

This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one (1) instrument.

NASSAU COUNTY BOARD OF COUNTY  
COMMISSIONERS

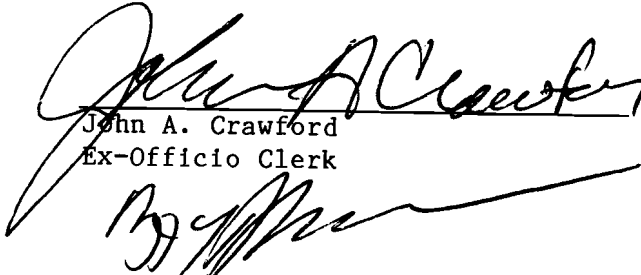
By: 

Print Name: Marianne Marshall  
Chair

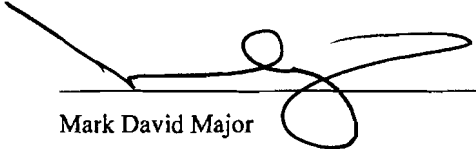
Its: \_\_\_\_\_

Date: 9-02-08

Attest as to Chair's Signature:

  
John A. Crawford  
Ex-Officio Clerk

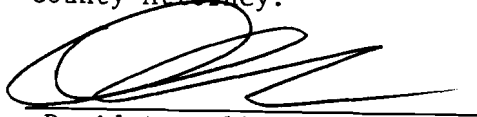
MAJOR PLANNING LLC

  
Mark David Major

Its: President

Date: 9/3/08

Approved as to form by the  
County Attorney:

  
David A. Hallman  
County Attorney



**EXHIBIT A:**  
**SCHEDULE OF HOURLY RATES**

Mark David Major

\$175 per hour



**EXHIBIT B:**  
**EXPENSE REIMBURSEMENT POLICY**

Telephone. All telephone charges are invoiced at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is invoiced as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is invoiced at actual cost.

Overnight Delivery. Overnight delivery is invoiced at actual cost.

Local Messenger Service. Local messenger service is invoiced at the actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is invoiced at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is invoiced at the IRS approved reimbursement rate.

Consultants. Unless prior arrangements have been made, consultants are ordinarily employed directly by Client. If Consultant employs consultants other than itself on behalf of Client, Client agrees to pay Consultant an amount equal to (i) such charges from such consultants plus (ii) a twenty percent (20%) administration fee.

Invoicing. Client is responsible for notifying Consultant of any particular invoicing arrangements or procedures that Client requires of Consultant.

Other Expenses. Expenses not otherwise indicated herein, such as agency copies and fees, are billed at actual cost.