

CS-21 188

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM2991 A1

GENERAL INFORMATION

Requesting Department County Manager/OMB

Contact Person: Marshall Eyerman

Telephone: (904) 530-6010 Fax: () _____ Email: meyerman@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Government Services Group, Inc.

Address: 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308
City State Zip

Contractor's Administrator Name: David Jahosky Title: Vice President

Telephone: (850) 681-3717 Fax: () _____ Email: djahosky@govserv.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: David Jahosky

Authorized Signatory Email: djahosky@govserv.com

CONTRACT INFORMATION

Contract Name: Professional Services Contract - Amendment

Description: Professional services for FEMA/Stafford Act reimbursement
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: _____
APPROXIMATE IF NECESSARY

Source of Funds/Account: 01254525-531000 COVID Termination/Cancellation: 3/31/23

Authorized Signatory: Chairman
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: _____ to: _____

Status: ___ New ___ Renew ___ Amend# ___ WA/Task Order

How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other _____

If Processing an Amendment:

Contract #: CM2991 Increased Amount to Existing Contract: \$350,000

New Contract Dates: _____ to 3/31/23 Total or Amended Amount: \$501,875

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Marshall Eyerman 3/22/2022
 Department Head/Contract Manager Date
Nassau Atlantic 3/23/2022
2. Procurement Date
Chris Lacambra 3/23/2022
3. Office of Mgmt & Budget Date
Denise C. May, Esq., BCS 3/22/2022
4. County Attorney Date

DF
3/23/2022

JP
3/23/2022

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope, AICP 3/23/2022
 County Manager Date

RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

FIRST AMENDMENT TO CONTRACT
FOR FEMA/STAFFORD ACT REIMBURSEMENT MANAGEMENT SERVICES

THIS AMENDMENT made and entered into this 28th day of March, 2022 by and between the **Board of County Commissioners of Nassau County**, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Government Services Group, Inc.**, whose office address is located at 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308, hereinafter referred to as "Consultant".

WHEREAS, the parties entered into a Contract on or about May 19, 2021; and

WHEREAS, the Contract provided for an initial performance period from May 19, 2021, the date of execution, through December 31, 2022 with the option to extend the performance period, if necessary; and

WHEREAS, the County has determined it to be necessary to extend the performance period of the Contract through March 31, 2023; and

WHEREAS, the County has determined it to be necessary to amend the scope of services as reflected in Attachment A; and


WHEREAS, the County has determined it necessary to increase the amount of compensation by \$350,000 to account for the additional hours to complete the engagement and the extension of

the performance period increasing the total not-to-exceed amount of the Contract to \$501,875.

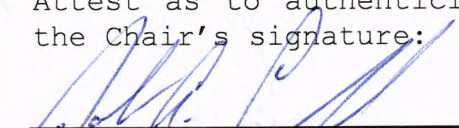
NOW, THEREFORE, for and in consideration of the promises and mutual covenants and understanding contained herein, the parties hereto do mutually agree as follows:

1. The Contract shall be amended to extend the performance period through March 31, 2023.
2. The Contract shall be amended to include additional scope of service as reflected in Attachment A.
3. The Contract amount shall be increased by \$350,000.00 for a total Contract amount that is not-to-exceed \$501,875.00.
4. All other provisions of the Contract not in conflict with this Amendment shall remain in full force and effect.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

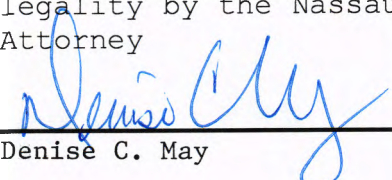

 By: Aaron Bell
 Its: Chairman
 Date: March 28, 2022

Attest as to authenticity of the Chair's signature:



 John A. Crawford
 Its: Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney



 Denise C. May

Contract Tracking No.: CM2991-A1

Government Services Group

David G. Jahosky

By: David G. Jahosky

Its: Vice President

Date: 3/23/2022



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

ATTACHMENT ^{CM299-141} A

March 18, 2022

Via Electronic Transmission

Mr. Marshall Eyerman
Asst. County Manager
Nassau County Board of County Commissioners
96135 Nassau Place
Yulee, FL 32097

Re: FEMA Assistance Addendum

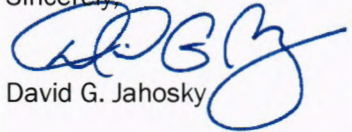
Dear Mr. Eyerman,

Per our discussion, I have attached our addendum to assist Nassau County (the "County") in carrying out the services necessary to reimburse eligible costs under FEMA PA for COVID-19. Our Team includes the Government Services Group ("GSG") and Thomas Howell Ferguson P.A. ("THF"). We have provided an updated work plan, Attachment A, tailored to the County's needs.

Please review the attached scopes of services. Upon review and satisfactory determination, please incorporate the attached scope of services and fee schedule into the County's preferred contract format. Execution of the contract that includes the attached scope of services and fee schedule will serve as proper notice to proceed. Upon execution, please provide us with a signed copy of the agreement for our files. Prior to execution and given the timeframe for completion, please provide us with a notice to proceed

We are very excited about the opportunity to work with the County on this important initiative. Should you have any questions or concerns, please do not hesitate to contact me at (407) 681-3717 or DJahosky@govserv.com.

Sincerely,



David G. Jahosky

Corporate Headquarters

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

Longwood Office

280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

Appendix - Addendum

FEMA/STAFFORD ACT REIMBURSEMENT MANAGEMENT SERVICES
NASSAU COUNTY, FLORIDA

FEMA COVID 19 Public Assistance – Scope of Services for the Addendum

The services described herein are an addendum and continuation of services as mutually agreed by the County and GSG as executed in Contract CM 2991 dated 4/15/2021. The services below will be performed under the terms and conditions as specified in Contract CM 2991.

Scope of Services

Task 1: Data Collection, File Creation, File Remediation and Evaluation. GSG will expand its services from review of the application (Requests for Reimbursement [“RFR”]), supporting documentation and gathering supporting documentation to include:

- The County did not previous prepare the RFR. The Team needed to create the Request for Public Assistance (RPA) and for documentation (RFR’s) required by FEMA
 - Remediate and amend documentation that was originally coded to CARES Act to FEMA PA - COVID 19 Public Assistance
 - Collect source documentation from the following (listed alphabetically):
 - Amelia Island Convention & Visitors Bureau
 - ARC
 - Barnabas
 - Boys and Girls Club
 - Town of Callahan
 - Callahan First Baptist Church
 - Chamber of Commerce- added expenditures folder to this one
 - Coalition for the Homeless
 - Council on Aging
 - Clerk of the Court
 - Court System
 - Fernandina Beach
 - Fire Department
 - Health Department
 - Hilliard
 - Nassau BOCC Departments
 - Property Appraiser
 - River’s Edge
 - School District
 - Sheriff
 - Starting Point
 - Supervisor of Elections
 - Tax Collector
 - Conduct interviews, as needed, with the organizations noted above
- Conduct follow up with the above noted organizations to complete the PAR such as:
 - data collection
 - clarification discussions
 - eligibility determination and analyze for potential questioned costs
 - draft RFR memos
 - draft RFR packages for County review and upload to FL DEM or FEMA after County approval

Task 2. Respond to FEMA Request for Information. Once FEMA has reviewed the RPA, there is a chance of a request for information, our team will assist with the review of the additional documentation if needed. The Team will respond to requests and provide supplemental information, respond to inquiries, or provide additional documentation where required. We will assist the County in the submission of additional eligible costs not previously submitted by the County in the RFR from January 2022.

Task 3. Provide Technical Assistance for FEMA Obligation. Once FEMA officially obligates the RPA, then the project will be sent to Florida DEM, Florida PA. In Florida PA, we would draft the expenses and then the assigned FDEM contractor would review the expenses and submit for payment. This process does not currently have a timeline as there are variables outside of the Team's control. GSG will work with the County to respond to FDEM or FEMA. Once the project has been obligated, the Team will work with the County to submit the contractual and addendum costs for consideration as a Category Z, Indirect and Direct Administrative Costs.

ESTIMATE OF FEES

The initial project was estimated at 1,125 hours \$151,875. The table below provides a breakdown of the revised cost estimate to complete the engagement including the additional level of effort required:

Task	Estimated Hours	Estimated Fees
CM 2991	1,125	\$151,875
Addendum - Task 1	2,705	\$272,925
Addendum - Task 2	500	\$67,450
Addendum - Task 3	86	\$9,625
Total	4,416	\$501,875

The hours for the Addendum Task 2 and 3 are estimates and the actual number of hours will be based on the requests by FEMA and FL DEM. Should the hours exceed the estimates above, we would work with the County to determine the proper course of action. Provided below are GSG's hourly rates from Contract CM 2991.

Team Member	Discounted Hourly Project Rate
Senior Advisor	\$250
Vice President/Managing Director	\$250
Director	\$195
Project Manager/Project Coordinator	\$165
Database Analyst/Technical Services	\$135
Lead Project Analyst	\$90
Project Analyst	\$80

Project Schedule

The Team is prepared to commence immediately with a notice to proceed and shall complete our services by March 31, 2023.

Billing Schedule

The fee for professional services is billed monthly based on the work completed in the previous month.

**NASSAU COUNTY, FLORIDA
ACCEPTED AND AGREED:**

BY:

DATE:

TITLE:

CS-20-212
CM2991-A1

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2991

CONTRACTOR INFORMATION

Name: Government Services Group, Inc.
Address: 1500 Mahan Drive, Suite 250 Tallahassee, FL 32308
City State Zip
Contractor's Administrator Name: David Jahosky Title: _____
Tel#: (850) 681-3717 Fax: _____ Email: djahosky@govserv.com

CONTRACT INFORMATION

Contract Name: Professional Service Contract Contract Value: NTE \$151,875.00
Brief Description: Professional services for FEMA/Stafford Act reimbursement
Contract Dates : From: Execution to: 12/31/2025 Status: New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Professional Services

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.	<u>Megan Diehl</u> Department Head Signature	<u>4/13/2021</u> Date	<u>OMB</u> Submitting Department
2.	<u>[Signature]</u> Procurement	<u>4/13/2021</u> Date	<u>01254525-531000 COVID</u> Funding Source/Acct #
3.	<u>Megan Diehl</u> Office of Management & Budget	<u>4/13/2021</u> Date	
4.	<u>Michael S. Mullin</u> County Attorney/Contract Management	<u>4/15/2021</u> Date	

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Taco E. Pope AICP 4/15/2021
Taco Pope Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Procurement
- Office of Management & Budget
- County Attorney/Contract Management
- Clerk Finance

PROFESSIONAL SERVICES AGREEMENT
FOR NASSAU COUNTY, FLORIDA

THIS AGREEMENT made and entered into this 19th day of May 2021, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Government Services Group, Inc.**, located at 1500 Mahan Drive, Suite 250, Tallahassee Florida 32308, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services on an "as needed" basis for FEMA/STAFFORD ACT REIMBURSEMENT MANAGEMENT SERVICES; and

WHEREAS, said services are more fully described in the *Scope of Services*, Attachment "A", attached hereto and made a part hereof; and

WHEREAS, Consultant desires to render certain professional services as described in the *Scope of Services*, Attachment "A", and has the qualifications, experience, staff and resources to perform those services; and

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

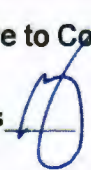
ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Scope of Services*, Attachment "A".

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with the *Scope of Services*, Attachment "A".

2.2 The services shall be performed on an "as needed" basis per a scope of work determined by the Office of Management and Budget (OMB) Director or designee relative to County needs.

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ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in the *Scope of Services*, Attachment "A", County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Office of Management and Budget (OMB) to act on County's behalf with respect to the *Scope of Services*, Attachment "A". The Director of OMB, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall begin on the date of its execution and end December 31, 2022. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in County's best interest and sole discretion. Any agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated per the rates established in the *Scope of Services*, Attachment "A", with a total sum not to exceed \$151,875.00 for the contract period.

5.2 Consultant shall prepare and submit to the Director of OMB, for approval, an invoice for the services rendered under this Agreement. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. County reserves the right to withhold payment to Consultant for failure to perform the

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work in accordance with the provisions of this Agreement, and County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement; and
- 7.2 The *Scope of Services* attached hereto as Attachment "A"; and
- 7.3 General Information and Minimum Insurance Requirements attached hereto as Exhibit "1"; and
- 7.4 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to,

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reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant, in the performance of the Agreement.

ARTICLE 10 - INDEPENDENT CONSULTANT

Consultant undertakes performance of the services as an independent consultant under this Agreement and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Agreement.

ARTICLE 11 – EXTENT OF AGREEMENT

11.1 This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

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

ARTICLE 12 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 13 - INSURANCE

Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the

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requirements set forth in the *General Information and Minimum Insurance Requirements*, Exhibit "1", attached hereto and incorporated herein.

ARTICLE 14 – ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

ARTICLE 15 - TERMINATION OF AGREEMENT

15.1 Termination for Convenience: This Agreement may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

15.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Agreement for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 16 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

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ARTICLE 17 - GOVERNING LAW AND VENUE

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

ARTICLE 18 - MISCELLANEOUS

18.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18.3 PUBLIC RECORDS

County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent

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that Consultant is providing services to County, and pursuant to Section 119.0701, Florida Statutes, Consultant shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency 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 contract term and following completion of the Agreement if Consultant does not transfer the records to the public agency.

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

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18.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 20 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 22 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County

Initials *AB*

Initials *MF*

Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 23 - NOTICE

23.1 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:

COUNTY

Brian Simmons
Nassau County Procurement
96135 Nassau Place, Suite 2
Yulee, Florida 32097
(904) 530-6040
procurement@nassaucountyfl.com

With a copy to the Office of Management and Budget (OMB) at the same address and a copy to the County Attorney at:

96135 Nassau Place, Suite 6
Yulee, Florida 32097
(904) 530-6100
contracts@nassaucountyfl.com

CONSULTANT:

David Jahosky
Government Services Group, Inc
1500 Mahan Drive
Suite 250
Tallahassee, FL 32308
(850) 681-3717
djahosky@govserv.com

23.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are

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acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

23.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

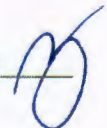
ARTICLE 24 - DISPUTE RESOLUTION

24.1 County may utilize this section, at their discretion, as to disputes regarding Agreement interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Agreement. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

24.2 If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

[Signatures on next page.]

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

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Thomas R. Ford
Its: Chairman

Attest as to authenticity of the
Chair's signature:

John A. Crawford
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Michael S. Mullin, Esq.

Government Services Group, Inc

By: DAVID G. JANTOSKY

Its: VICE PRESIDENT

Date: 5/24/2021

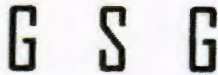
Initials JS

Initials SK

The failure of Contractor/Vendor to **fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.**

~~GM2001~~
CMT201-A1

Attachment "A"



GOVERNMENT SERVICES GROUP, INC.

We Serve Governments.com

March 30, 2021

Via Electronic Transmission

Mr. Taco E. Pope, AICP
County Manager
Nassau County Board of County Commissioners
96135 Nassau Place
Yulee, FL 32097

Re: FEMA Assistance

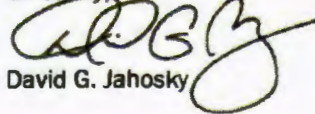
Dear Mr. Pope,

Per our discussion, I have attached our proposal to assist Nassau County (the "County") in carrying out the services necessary to reimburse eligible costs under FEMA PA for COVID-19. Our Team includes the Government Services Group ("GSG") and Thomas Howell Ferguson P.A. ("THF"). We have provided a work plan, Attachment A, tailored to the County's needs.

Please review the attached scopes of services. Upon review and satisfactory determination, please incorporate the attached scope of services and fee schedule into the County's preferred contract format at an amount not to exceed \$151,875. Execution of the contract that includes the attached scope of services and fee schedule will serve as proper notice to proceed. Upon execution, please provide us with a signed copy of the agreement for our files.

We are very excited about the opportunity to work with the County on this important initiative. Should you have any questions or concerns, please do not hesitate to contact me at (407) 681-3717 or DJahosky@govserv.com.

Sincerely,



David G. Jahosky

Corporate Headquarters
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

Longwood Office
280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

Appendix

FEMA/STAFFORD ACT REIMBURSEMENT MANAGEMENT SERVICES
NASSAU COUNTY, FLORIDA

FEMA COVID 19 Public Assistance

Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods and presents symptoms similar to influenza. On March 13, 2020, President of the United States, Donald J. Trump, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease Outbreak pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. COVID-19 threatens Nassau County because of the virus's apparent ability to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of Nassau County.

To assist in navigating the impact of the COVID-19 outbreak, the Federal Government established the CARES Act and subsequently passed the American Rescue Plan, which provides assistance to State, Local and Tribal Governments. Through the Florida Department of Emergency Management ("FDEM"), Nassau County has been notified it is eligible to seek reimbursement of COVID-19 eligible costs under FEMA Public Assistance ("PA"). Due to the magnitude of the administration needs necessary to implement programs in accordance with the CARES Act, the County has sought assistance from Government Services Group, Inc ("GSG") and its subcontractor and Thomas Howell Ferguson P.A. ("THF") as further detailed in this proposal and subsequent agreement.

As a result of COVID-19, exigent and emergency circumstances currently exist as which warrant a non-competitive procurement of the services to be provided by GSG, as permitted by 2 CFR § 200.320(f)(2). Further, the retainer agreement has been capped at a not-to-exceed rate, and the County has determined their costs to be reasonable.

Scope of Services

Based on our experience with the Stafford Disaster Relief and Emergency Assistance Act in the State of Florida, we propose the following tasks. The County's intent is for GSG to provide ongoing and recurring technical assistance for the agreement's duration.

Task 1: Data Collection and Evaluation. GSG will commence with the Pre-Obligation Process, which occurs before FDEM obligates any funds. Per the current guidelines, GSG will consider eligible expenses beginning January 2020 through the end period defined by FEMA. GSG will review non-reimbursed eligible expenses previously submitted to FDEM as part of the CARES program and seek reimbursement under FEMA PA.

- Review the application to determine the project's eligibility.
- Perform validation of costs to obligate eligible funds.
- Gather the supporting documents to file the claim(s).
- Prepare a report to communicate to the State that the documentation supports claimed costs based on the FEMA categories below.
 - Incident Command, Emergency Management, or Preparedness Activities
 - COVID-19 Testing
 - Purchase or Renting of Supplies, Materials, or Equipment
 - Medical Care for COVID-19 Patients
 - Temporary Facilities
 - Sheltering
 - Payroll and Labor
 - Social Distancing
 - Economic Development

Task 2. Initiate the Request for Reimbursement (RFR) Process. Once FDEM obligates a project, GSG will validate costs associated with:

- Force Account Labor, Force Account Materials, Force Account Equipment, Rental Equipment, Contracts, and Direct Administrative Costs.
- Maintain correspondence and work with the applicant to obtain missing documents.
- Identify any over-runs or under-runs that FDEM must approve.
- Submit RFR to FDEM.

GSG will work with the County to define the interval and timetable for submissions to FDEM.

Task 3. Provide Technical Assistance. Provide technical assistance on behalf of the County to FDEM, as necessary. Provide supplemental information or respond to clarification requests on behalf of the County to FDEM, as necessary.

Task 4. Grant Closeout. The Closeout Process ensures that all costs are accurate and indicates that FDEM has paid the County. RFR reports are reviewed for quality assurance purposes before being issued to the Client.

ESTIMATE OF FEES

As noted in Task 1, each category will take approximately 100-150 hours to complete. For budgeting purposes, GSG assumed 125 hours per category at a blended rate of \$135 per hour, or 1,125 hours at \$135 per hour or \$151,875. Provided below are GSG's proposed hourly rates for this engagement.

Team Member	Standard Hourly Rate	Discounted Hourly Project Rate
Senior Advisor	\$285	\$250
Vice President/Managing Director	\$285	\$250
Director	\$235	\$195
Project Manager/Project Coordinator	\$185	\$165
Database Analyst/Technical Services	\$150	\$135
Lead Project Analyst	\$100	\$90
Project Analyst	\$90	\$80

Project Schedule

The Team is prepared to commence within ten days of a notice to proceed and shall complete our services by December 31, 2022.

Billing Schedule

The fee for professional services is billed monthly based on the work completed in the previous month.

EXHIBIT "1"

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence or Claim/Annual Aggregate	\$1,000,000
---	-------------

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 OR Form CG2010 04 13 and GC2037 04 13 edition or equivalent).

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

Certificate Of Completion

Envelope Id: E3075920249C44E28736B9200758609E	Status: Completed
Subject: Please DocuSign: CM2991 A1 - GSG - FEMA/Stafford - \$350,000	
Source Envelope:	
Document Pages: 29	Signatures: 6
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Marshall Eyerman
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	MEyerman@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Marshall Eyerman	Location: DocuSign
3/22/2022 6:12:38 PM	MEyerman@nassaucountyfl.com	

Signer Events

Signature	Timestamp
Daniel Fanger dfanger@nassaucountyfl.com Asst. OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 3/22/2022 6:16:35 PM Viewed: 3/23/2022 10:12:27 AM Signed: 3/23/2022 10:12:44 AM
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Electronic Record and Signature Disclosure:
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Denise C. May, Esq., BCS dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Denise C. May, Esq., BCS</i>	Sent: 3/22/2022 6:16:35 PM Viewed: 3/22/2022 6:20:42 PM Signed: 3/22/2022 6:21:01 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marshall Eyerman meyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Marshall Eyerman</i>	Sent: 3/22/2022 6:15:09 PM Viewed: 3/22/2022 6:18:44 PM Signed: 3/22/2022 6:19:33 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>TP</i>	Sent: 3/22/2022 6:15:09 PM Viewed: 3/23/2022 8:17:02 AM Signed: 3/23/2022 8:18:18 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Chris Lacambra clacambra@nassaucountyfl.com Lacambra Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Chris Lacambra</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>CM2991-A1 Sent: 3/22/2022 6:15:09 PM Viewed: 3/23/2022 6:48:46 AM Signed: 3/23/2022 6:48:58 AM</p>
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Lanaee Gilmore</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/22/2022 6:16:35 PM Viewed: 3/23/2022 8:10:49 AM Signed: 3/23/2022 8:11:02 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/23/2022 10:12:48 AM Viewed: 3/23/2022 10:59:11 AM Signed: 3/23/2022 10:59:25 AM</p>
<p>David G. Jahosky djahosky@govserv.com Vice President TFH - SCG Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/9/2021 9:32:28 AM ID: 4af47942-239b-442b-b7d9-11f21ed4c46e</p>	<p><i>David G. Jahosky</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 65.154.67.211</p>	<p>Sent: 3/23/2022 10:59:28 AM Viewed: 3/23/2022 10:59:59 AM Signed: 3/23/2022 11:00:18 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Procurement Staff procurementstaff@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 3/23/2022 11:00:21 AM</p>

Carbon Copy Events**Status****Timestamp**

CM2991-A1

Amy Bell
 abell@nassaucountyfl.com
 Administrative Manager
 Nassau County BOCC

COPIED

Sent: 3/23/2022 11:00:21 AM
 Viewed: 3/23/2022 11:35:23 AM

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Signing Complete	Security Checked	3/23/2022 11:00:18 AM
Completed	Security Checked	3/23/2022 11:00:22 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.