

CS-22-002

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

<p align="center">CONTRACT TRACKING NO.</p> <p align="center">CM3311</p>

GENERAL INFORMATION

Requesting Department: County Manager

Contact Person: Brandy Carvalho, Director of Strategic Advancement

Telephone: 904-530-6013 Fax: () Email: bcarvalho@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Samiracles LLC

Address: 338 N. Fletcher Avenue City Fernandina Beach State FL Zip 32034

Contractor's Administrator Name: Samir Gupte Title: Manager

Telephone: 502-905-6953 Fax: () Email: sgupte1@gmail.com

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

Authorized Signatory Name: Samir Gupte

Authorized Signatory Email: sgupte1@gmail.com

CONTRACT INFORMATION

Contract Name: Nassau Talent System Assessment

Description: The County would like to hire a consultant to conduct an assessment for a future Talent System.

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract:

Not to exceed \$11,000

APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other Account: 01121512-531000

Authorized Signatory: Taco E. Pope, AICP

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 1 Year Termination/Cancellation:

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other

If Processing an Amendment:

Contract #: Increased Amount to Existing Contract:

New Contract Dates: to Total or Amended Amount:

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 LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
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 LG 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 LG
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. Brandy Carvalho 1/19/2023
Department Head/Contract Manager Date
2. [Signature] 1/5/2023
Procurement Date
3. [Signature] 1.6.2023 JP 1/6/23
Office of Mgmt & Budget Date
4. Denise C. May 1/23/2023 AJ 1/20/2023
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 1/23/2023
County Manager Date

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on 1/23/2023, 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 Samiracles LLC, located at 338 North Fletcher Avenue, Fernandina Beach, FL 32034, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services to Complete a Talent System Assessment. Said services are more fully described in the Proposal for Nassau County Government's Talent System Assessment, attached hereto and incorporated herein as Exhibit "A"; and

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

WHEREAS, County, in accordance with the requirements of law and County policy, and based upon Consultant's assurance that it has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of Nassau County to award a contract to Consultant for the rendering of those services described in Exhibit "A"

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 Exhibit "A".

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ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with Exhibit "A".

2.2 Services requested by County or County's representative that are in addition to Exhibit "A" will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in Exhibit "A", County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

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 Director of Strategic Advancement, or his designee, to act on County's behalf with respect to the Exhibit "A". The Director of Strategic Advancement, or his/her designee, 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 CONTRACT

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The term of this Contract shall begin upon full execution of this Contract by all parties and terminate 1 year_ thereafter. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under this Contract shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, amendment or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis only and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated not to exceed \$11,000, in accordance with Exhibit "A".

5.2 Consultant shall prepare and submit to the Director of Strategic Advancement, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Contract, and County shall

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promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 – EXPENSES

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant's agents, if any, hired by Consultant to complete the work under this Contract.

ARTICLE 7 - 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, at the same time, and in the same locality. At County's sole discretion,

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Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

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

- 8.1 This Contract; and
- 8.2 The Proposal for Nassau County Government's Talent System Assessment attached hereto as Exhibit "A"; and
- 8.3 *Certificate of Liability Insurance* attached hereto as Exhibit "B"; and
- 8.4 Any work authorizations, written amendments, modifications or addenda to this Contract.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

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ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Contract.

ARTICLE 12 - INDEPENDENT CONSULTANT

12.1 Consultant undertakes performance of the services as an independent consultant under this Contract 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 Contract.

12.2 This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation

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contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents. If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Consultant nor Consultant's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any benefits offered to County's employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Consultant has the right to perform the services required by this Contract at any location or time; (d) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

ARTICLE 13 – EXTENT OF CONTRACT

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

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

ARTICLE 14 - 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 15 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "B" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 16 – ACCESS TO PREMISES

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

ARTICLE 17 - TERMINATION OF CONTRACT

17.1 Termination for Convenience: This Contract 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 Contract or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination. Consultant shall promptly contact County to make arrangements to render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

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17.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Contract 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. Upon receipt of the written notice of termination, Consultant shall immediately render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

ARTICLE 18 - 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.

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither County nor Consultant shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is

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not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

19.3 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay Consultant believes is excusable under this paragraph, Consultant shall notify County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. County, in its

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sole discretion, will determine if the delay is excusable under this paragraph and will notify Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against County. Consultant shall not be entitled to an increase in the Contract price or payment of any kind from County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause described in this paragraph, after the causes have ceased to exist, Consultant shall perform at no increased cost, unless County determines in its sole discretion, that the delay will significantly impair the value of the Contract to County, in which case, County may do any or all of the following: (1) accept allocated performance or deliveries from Consultant, provided that Consultant grants preferential treatment to County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

ARTICLE 20 - GOVERNING LAW AND VENUE

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

ARTICLE 21 - MISCELLANEOUS

21.1 Non-waiver: A waiver by either County or Consultant of any breach of this Contract 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

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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.

21.2 Severability: Any provision in this Contract 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 Contract.

21.3 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent 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,

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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 agreement term and following completion of the Contract if Consultant does not transfer the records to the public agency.

d. Upon completion of the Contract, 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 contract, 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 Contract, 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.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does

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not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

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

ARTICLE 22 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 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 Consultant during the term of this Contract to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work (under this Contract), Consultant must include a requirement in the subcontractor's contract 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.

Consultant further agrees to 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 County or other authorized entity consistent with the terms of Consultant's enrollment in the program. This includes

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maintaining a copy of proof of Consultant's and subcontractors' enrollment in the E-Verify program. If Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the Contract.

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

ARTICLE 23 - 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 Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 24 - 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 Contract 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 Contract.

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ARTICLE 25 - 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 the County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 26 - FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

ARTICLE 27 - NOTICE

27.1 Whenever either party desires or is required under this Contract 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:

Brandy Carvalho
96135 Nassau Place Suite 1, Yulee, FL 32097
Phone Number: 904-530-6013
Email Address: bcarvalho@nassaucountyfl.com

CONSULTANT:

Samir Gupte
Samiracles LLC
338 North Fletcher Avenue, Fernandina Beach, FL 32034
Phone Number: 502-905-6953
Email Address: sgupte1@gmail.com

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27.2 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 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.

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

ARTICLE 28 - DISPUTE RESOLUTION

28.1 County may utilize this section, at their discretion, as to disputes regarding contract 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 Contract. 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.

28.2 If there is no satisfactory resolution as to the interpretation of the Contract, 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

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the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

ARTICLE 29 – ASSIGNMENT & SUBCONTRACTING

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Consultant must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant must provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County’s judgement, are insufficient. The Consultant agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, will defend the County against such claims.

The Consultant agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Consultant and subcontractor. The Consultant’s failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Consultant and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such

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penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

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

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP
Taco E. Pope, AICP, County Manager
Its: Designee
Date: 1/23/2023

Approved as to form and legality by the Nassau County Attorney

Denise C. May
DENISE C. MAY

SAMIRACLES, LLC

Samir Gupte
By: Samir Gupte
Its: Manager
Date: 1/23/2023

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Proposal for Nassau County Government's Talent System Assessment

Samiracles Consulting LLC is a management consulting firm whose principal brings over 25 years of leadership experience in corporate, small business, and community-oriented organizations. For the past 7 years we have delivered consulting services to over seventy clients and led more than 250 workshops and educational programs in sectors ranging from social services to corporate to law enforcement as well as other non-profits.

We help individuals, organizations and communities identify and achieve their full potential through Strategic Planning, Organization Effectiveness and Design, Leadership Development and Coaching, Business Consulting, Change Leadership, Culture Transformation and DE&I+Unconscious Bias Assessment and Training.

Nassau County Government is led by a County Manager and through his leadership team, they seek to ensure that County services are delivered in a courteous and professional manner and to enhance the image of the County. They have a set of fifteen customer care standards which are both internal and external expectations for "the how" of this mission.

They have crafted a compelling vision for the future in which Nassau County is "committed to managing growth and creating sustainable economic development in a way that maintains and improves the quality of life and unique character of the communities by utilizing its strengths – the people, the abundance of unspoiled natural resources, and its strategic location as the "Eastern Gateway to Florida."

Leadership has expressed interest in building a comprehensive Talent System in support of the vision, mission, and standards, with these discussed goals:

- 1) Achieve and evolve the desired culture
- 2) Employees feel set up for success upon hire and in each subsequent internal move
- 3) A largely internally promoted leadership cadre
- 4) Other counties come to us for benchmarking
- 5) We have the team to achieve the vision for the county

Samiracles has experience in starting up and sustaining comprehensive Talent Systems and has learned that the presence of foundational infrastructure ensures the increased likelihood of reaping the benefits of a Talent System. These include:

- A defined culture
- Clear employee expectations (sometimes known as competencies)
- Leadership preparedness
- Method to measure progress
- Good HR system
- Change philosophy and plan

The first suggested step is to conduct a current state assessment. This will enable Nassau County Government's leadership to shape the most optimal project plan to implement the relevant components of a Talent System in a paced and sequenced way.

We are honored to submit the proposed approach as follows, using a consulting rate of \$250/hour in Exhibit A.

**EXHIBIT A**

Step I – Input	Description	Who
Discussions with key leaders to gather input and gain leadership buy-in	1:1 conversations with key leaders to understand their personal experiences and professional point of view. This would include messaging to introduce the project to be communicated by Project Leader.	Samir Gupte & key leaders to be defined by Project Leader. Interviewees could include Deputy County Manager, Assistant County Manager, County Attorney, Fire Chief, Department Heads for Buildings, Facilities, Library Services, Roads, OMB, Technology, HR Director, and Planning
Employee listening sessions	In-person or virtual focus groups with selected departments and/or employees to be agreed upon with consultant and Project Leader to understand their views on pertinent topics.	Samir will facilitate the groups.
Step II - Research	Description	Who
Understand the current information and processes (January)	Discuss HR programs, processes, tools, measures, and available data	Samir with Assistant County Manager, Director of Strategic Advancement, Director of HR and/or HR team
Analyze data and recommend basic measures (January)	Review things like hiring, turnover, promotion rate and determine what should be measured based on the current HR system	Samir with Assistant County Manager, Director of Strategic Advancement.
Step III – Foundation Building	Description	Who
Culture development (Late January)	Convene a cross-functional team of leaders to define the desired culture. The Project Leader would define the team.	Samir with team to be defined by Project Leader
Step IV – Recommendations	Description	Who
Assessment preparation (Early February)	Compile the assessment and recommendations.	Samiracles
Present assessment and recommendation (No later than February 13 th)	Present findings and a menu of options for consideration, prior to doing more formal strategic planning.	Samir and Leadership Team

The cost of the assessment is \$11,000. Billing is done monthly based upon hours at the \$250/hour rate, with 45-day net terms. Additional work requested by the client and not defined about would billed at \$250/hour and invoiced at the end of each month.

The deliverable is a recommended plan for the development and implementation of a comprehensive Talent System including components, sequencing, and resources.

At that time, we would be happy to discuss serving as a resource for the implementation of your talent system.

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502-905-6953 - ssgupte1@gmail.com



Illustrative programs for each talent system component

Recruit

- ✓ Structure and roles tied to strategy
- ✓ Job descriptions
- ✓ An employment brand
- ✓ Recruiting strategy
- ✓ Identify most optimal sources
- ✓ Effective processes and resources

Selection

- ✓ Optimized process
- ✓ Selection 101
- ✓ Behavioral interviewing
- ✓ Training in bias-free hiring
- ✓ Competitive packages
- ✓ Time-to-hire targets

Onboarding

- ✓ 'Wow' first day
- ✓ Structured program by level
- ✓ "Friend on the inside"
- ✓ Two-way evaluations
- ✓ Skip-level connection
- ✓ Program/process for onboarding internal promotes

Develop

- ✓ Career lattices
- ✓ Transparent posting process
- ✓ "Dream sheet"/Individual development plans
- ✓ Tuition or educational reimbursement
- ✓ Leadership development curriculum
- ✓ Specific programs such as 1st time supervisor education
- ✓ Mentoring
- ✓ Action learning projects

Evaluate

- ✓ Goal setting tied to departmental goals
- ✓ Quarterly coaching
- ✓ Effective 1:1s
- ✓ Annual evaluations
- ✓ 360s
- ✓ Performance management as needed



Promote

- ✓ Succession planning
- ✓ High potential development
- ✓ Accelerated management development program
- ✓ Targeted minority development
- ✓ Rotational assignments

Reward

- ✓ Compensation plan with annual merit increases
- ✓ Benefits
- ✓ Recognition programs
- ✓ Perks

Support

- ✓ Culture touchpoints
- ✓ Employee assistance programs (EAP)
- ✓ Separation policy
- ✓ Employee resource groups
- ✓ Retirement transition

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502-905-6953

ssgupte1@gmail.com



Bio – Samir S. Gupte

A **visionary leader** with a track-record of architecting plans that achieve impactful change. Samiracles Consulting assists organizations with strategic planning, change management, organization effectiveness, culture change, diversity and inclusion programs, Strengths-based leadership training, unconscious bias education, leadership, and life coaching and business consulting

Samir is an agile, balanced, and compassionate thought-leader with over 30 years of successful experience in business (publicly traded, private equity, founder-led), entrepreneurship, non-profits, and consulting. Some accomplishments include:

- Leading the human capital strategy that doubled the size and profitability while significantly improving the culture of an award-winning airport concessions company
- Achieving consecutive years of a rising position on *Fortune's* 100 Best Places to Work list for the largest full-service dining company in the world
- The integration of a \$1B acquisition
- Start-up of a Latin America division for an industrial automation manufacturer which integrated acquisitions in five countries
- Doubling the size and profitably growing an international hotel chain
- Turnarounds of a distressed polished-casual restaurant chain and a specialty materials manufacturing plant
- Profitably growing a franchised chain of Gold's Gyms

Selected corporate experiences include manufacturing operations with Corning, serving in international HR and subsequently running operations with Choice Hotels; organization development, effectiveness, and talent management with Yum Brands; brand and corporate HR leadership, acquisition and divestitures, and culture leadership at Darden Restaurants; Chief People Officer for OTG Management airport concessionaire and running field HR for BrightView Landscaping.

His diverse worldview has been shaped by traveling to over sixty countries and forty-eight states as well as community involvement helping state and Federal prisoners with reentry, assisting homeless citizens restart their lives, and tutoring/mentoring children from disadvantaged rural and urban neighborhoods. He has also led firsthand community organizing and legislative lobbying for voting rights, criminal justice reform and immigration, as well as the efforts in Northeast Florida to restore voting rights to ex-offenders.

In addition to a thriving consulting practice, he delivers a regular community policing program for the Jacksonville Sherriff's Office (JSO) Police Academy, and other programs to transform law enforcement into 21st century organizations. He currently serves as the Nassau County Racial Equality Coalition as Executive Director is a *Guardian ad Liteum*, works for the Supervisor of Elections, and sits on three non-profit Boards.

Education includes a BBA from the University of Wisconsin-Madison, a Master of Industrial and Labor Relations from Cornell University and a Master of Liberal Studies at Rollins College and completed most coursework towards a degree in the Culinary Arts at Sullivan University and received the only gold medal awarded in 2002. He published a book in 2012, *Reshaping the American Dream*.

Originally from Milwaukee, WI and raised in exurban New York, he currently resides in Fernandina Beach, Florida and has achieved the desired balance of giving back and savoring life.

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502-905-6953 - ssgupte1@gmail.com



Company ID Number: 2028718

Approved by:

Employer Samiracles LLC	
Name (Please Type or Print) Samir S Gupte	Title
Signature Electronically Signed	Date 11/25/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/25/2022



Company ID Number: 2028718

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Samiracles LLC
Company Facility Address	338 N Fletcher Ave Fernandina Beach, FL 32034
Company Alternate Address	
County or Parish	NASSAU
Employer Identification Number	833251824
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 2028718

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



Company ID Number: 2028718

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Samir S Gupte
Phone Number 5029056953
Fax
Email samir@samiracles.com



This list represents the first 20 Program Administrators listed for this company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brokers Insurance LLC 241 S Westmonte Dr. Ste 1040 Altamonte Springs FL 32714	CONTACT NAME: Marc Bernstein PHONE (A/C, No, Ext): (407) 862-6464 FAX (A/C, No): (407) 862-6321 E-MAIL ADDRESS: marc@orlandobrokersinsurance.com														
INSURED Samiracles Consulting LLC 338 N Fletcher Ave Fernandina Beach FL 32034	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Ace Fire Underwriters Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ace Fire Underwriters Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Ace Fire Underwriters Insurance Company															
INSURER B:															
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			EONFLF158596962-003	09/01/2022	09/01/2023	Each CLaim \$1,000,000 Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Nassau County Board of County Commissioners	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Felicia Greenberg
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Non-Competitive Justification Form (Exemptions / Sole Source / Single Source)

Date: 12/27/2022 Contact Name: Brandy Carvalho
Vendor Name: Samiracles LLC Project: Nassau Talent System Assessment
Address: 338 N. Fletcher Ave., Fernandina Beach, FL 32034 FY Cost: 2022/23
Phone: 502-905-6953 Total Cost: Not to exceed \$11,000
Account: 001.121.512.51.531000

Description of Goods and/or Services: Assessment to develop recommended plan for the development and implementation of a comprehensive Talent System including components, sequencing, and resources.

Source of Funds: [X] County [] State [] Federal [] Other

Check one (1) of the following choices:

- [X] Exempt purchase: [] Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
[] Professional Services: Nassau County Purchasing Policy (Chapter 1, Article VII, Section 1-141) - Purchasing policy Section (e) Purchases exempt from competitive or alternative methods.
[] Communications (5.2 - Nassau County Purchasing Policy Exemption)
[] Publications (5.3 - Nassau County Purchasing Policy Exemption)
[] Lodging and Transportation (5.5 - Nassau County Purchasing Policy Exemption)
[X] Other Professional Services (5.8 - Nassau County Purchasing Policy Exemption)

[] Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)

[] Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the vendor). Were alternatives evaluated? Yes [] (If yes, explain why alternatives are unacceptable) No [] (If no, explain why no alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination. Two other consultants were asked for quotes. One was less robust and more expensive, the second removed himself from consideration.

Department Head/Managing Agent - I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

Brandy Carvalho 1/19/2023

Procurement Director - I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Anne Adams 1/19/2023

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

Chris Lacamera 1/19/2023

County Manager - I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Tara E. Poppy AICP 1/23/2023

Certificate Of Completion

Envelope Id: 8EF3CA088B7D4E13BC308111DB95055B	Status: Completed
Subject: Please DocuSign: CM3311 - Samiracles - Nassau Talent System Assessment - NTE \$11,000.00	
Source Envelope:	
Document Pages: 34	Signatures: 14
Certificate Pages: 6	Initials: 40
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Katie Brock
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	kbrock@nassaucountyfl.com
	IP Address: 50.238.237.26


Record Tracking

Status: Original	Holder: Katie Brock	Location: DocuSign
1/19/2023 3:31:22 PM	kbrock@nassaucountyfl.com	

Signer Events

Signature	Timestamp
Brandy Carvalho bcarvalho@nassaucountyfl.com Director of Strategic Advancement Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 1/19/2023 3:57:43 PM Viewed: 1/19/2023 3:58:11 PM Signed: 1/19/2023 3:58:28 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

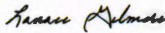
Electronic Record and Signature Disclosure:
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Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 1/19/2023 3:58:34 PM Viewed: 1/19/2023 4:06:01 PM Signed: 1/19/2023 4:06:51 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 1/19/2023 4:06:58 PM Viewed: 1/19/2023 4:27:36 PM Signed: 1/19/2023 4:27:44 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
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Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 1/19/2023 4:27:51 PM Viewed: 1/19/2023 5:11:58 PM Signed: 1/19/2023 5:12:06 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
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Signer Events	Signature	Timestamp
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/19/2023 5:12:15 PM Viewed: 1/20/2023 2:19:17 PM Signed: 1/20/2023 2:19:50 PM</p>
<p>Samir Gupte samir@samiracles.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/23/2023 8:32:43 AM ID: b812e785-9a9c-411e-b358-51feee990713</p>	<p><i>Samir Gupte</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 71.203.167.251 Signed using mobile</p>	<p>Sent: 1/20/2023 2:19:59 PM Resent: 1/20/2023 4:30:19 PM Resent: 1/23/2023 8:16:20 AM Viewed: 1/23/2023 8:32:43 AM Signed: 1/23/2023 8:37:08 AM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/23/2023 8:37:16 AM Viewed: 1/23/2023 8:38:00 AM Signed: 1/23/2023 8:38:14 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: 1/23/2023 8:38:22 AM Viewed: 1/23/2023 8:45:24 AM Signed: 1/23/2023 8:45:56 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>Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/23/2023 8:46:05 AM Viewed: 1/23/2023 8:53:52 AM</p>

Carbon Copy Events

Status

Timestamp

Procurement Staff
BOCCProcurement@nassaucountyfl.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 1/23/2023 8:46:08 AM

Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	1/19/2023 3:57:43 PM
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Certified Delivered	Security Checked	1/23/2023 8:45:24 AM
Signing Complete	Security Checked	1/23/2023 8:45:56 AM
Completed	Security Checked	1/23/2023 8:46:08 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.