

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3304
CS-22-332

GENERAL INFORMATION

Requesting Department: Procurement
Contact Person: Marshall Eyerman
Telephone: (904) 530-6011 Fax: () Email: meyerman@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Willdan Financial Services
Address: 200 South Orange Avenue, Suite 1550, Orlando, Florida
32801 City State Zip
Contractor's Administrator Name: Jeff McGarvey Title: Vice President
Telephone: (407-872-2467 Fax: () Email: jmcgarvey@willdan.com

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

Authorized Signatory Name: Jeff McGarvey
Authorized Signatory Email: jmcgarvey@willdan.com

CONTRACT INFORMATION

Contract Name: Financial, Real Estate, and Economic Development Consulting Services
Description: Financial, Real Estate, and Economic Development Consulting Services
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: NTE \$15,000
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other _____ Account:
001.121.512.51.531000.

Authorized Signatory: Taco E. Pope, AICP
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 90 days 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 #: _____ Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

| 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. Marshall Eyerman 1/9/2023
 Department Head/Contract Manager Date
Marshall Eyerman 1/10/2023 *JP* 1/9/2023
2. _____ Date
3. Chris Lacambra 1/9/2023
 Procurement Date
 Office of Mgmt & Budget Date
Denise C. May 1/13/2023 *Abigail Jordanby*
4. _____ Date
 County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. T. E. Pope AICP 1/13/2023
 County Manager Date

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on _____, 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 **Willdan Financial Services**, located at 200 South Orange Avenue, Suite 1550, Orlando, Florida 32801, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services. Said services are more fully described in the *Proposal to Provide Financial, Real Estate, and Economic Development Consulting Services*, 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 Marshall Eyeran, Assistant County Manager, or his designee, to act on County's behalf with respect to the Exhibit "A". The Assistant County Manager, or his 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 ninety (90) days 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 three (3) month 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 \$15,000, in accordance with Exhibit "A".

5.2 Consultant shall prepare and submit to the Assistant County Manager, 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 to Provide Financial, Real Estate, and Economic Development Consulting Services* 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:

Marshall Eyerman, Assistant County Manager
Nassau County BOCC
96135 Nassau Place, Suite 1
Yulee, FL 32097
904-530-6010
meyerman@nassaucountyfl.com

CONSULTANT:

Jeff McGarvey, Vice President, Managing Principal
Willdan Financial Services
200 South Orange Avenue, Suite 1550
Orlando, Florida 32801

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407-872-2467
jmcgarvey@willdan.com

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: 1/13/2023

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

WILLDAN FINANCIAL SERVICES

Jeff McGarvey

By: Jeff McGarvey

Its: Vice President, Managing Principal

Date: 1/13/2023

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EXHIBIT A



December 19, 2022

Mr. Marshall Eyerman
Assistant County Manager
County of Nassau
Board of County Commissioners
96135 Nassau Place
Yulee, Florida 32097

Re: Proposal to Provide Financial, Real Estate, and Economic Development Consulting Services

Dear Mr. Eyerman:

Per your request, Willdan Financial Services ("Willdan") is pleased to submit the following proposal to provide financial, real estate, and economic development consulting services pertaining to a variety of initiatives for Nassau County ("County"). Based on our discussion, the initial request is to conduct a Peer Review of the Fiscal and Economic Impact Study for the ENCPA Sector Plan.

Willdan is very familiar with Nassau County and the Jacksonville Metropolitan Area. Our team recently provided professional services to develop a multi-year financial modeling tool for the County. In addition, team members conducted an in-depth Downtown Market Analysis Study for the Jacksonville DIA in 2021. The real estate market feasibility analysis component utilized exciting new data sources, such as Placer.ai, to evaluate neighborhood/district-level trends to inform:

- Policy recommendations
- Redevelopment strategies
- Allocation of tax revenue and development incentives

This was a complex undertaking involving the compilation, analysis, update, and expansion of baseline demographic data and real estate trends and projections; providing an assessment of development opportunities and constraints, as well as opportunities to catalyze development activity with targeted incentives, in each downtown neighborhood district.

With broad experience in public and private real estate development, our team serves as a development advisor to clients, providing initial and ongoing assessment of fiscal and financial feasibility of potential and proposed real estate projects from a range of vantage points. We routinely assist local government entities to evaluate the project costs and benefits in the context of public resource commitments (such as tax abatements, public property, public financing mechanisms, etc.) and inform site selection and public-sector risk assessments.

Willdan has conducted market analysis and feasibility studies for the full range of development projects, from mixed-use urban infill to industrial business parks. Willdan's analysis takes a step beyond the traditional calculation of prices to understand economic and demographic trends, and how these will affect pricing and absorption in the short, medium, and long term. It is these trends that are key to understanding the financial feasibility and profitability of large-scale projects. Experience includes:

- Downtown Jacksonville Investment Authority Market Feasibility Analysis (CRA Plan Update 2021), DIA, City of Jacksonville, FL
- Real Estate Market and Financial Feasibility of a Multi-Use Redevelopment, Isle of Wight County, VA, Department of Economic Development

Mr. Marshall Eyerman

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Continued - Proposal to Provide Financial, Real Estate, and Economic Development Consulting Services

- o District of Columbia Comprehensive Housing Strategy Task Force, District of Columbia Deputy Mayor of Planning and Economic Development, Washington, DC
- o Public Asset Disposition Analysis, Niagara-Frontier Transportation Authority (NFTA), Buffalo, NY
- o Market Analysis for the DC Convention Center Strategic Development Plan, DC Office of the Deputy Mayor for Planning and Economic Development, Washington, DC
- o Germantown Station Transit Oriented Development Market Analysis, Maryland National Capital Park & Planning Commission, Montgomery County, MD
- o CityMarket @ O Street Tax Increment Financing Application, Roadside Development LLC, Washington, DC

The following outlines the scope of services for this engagement and the corresponding budget.

Scope of Services

Willdan will provide financial, real estate, and economic development consulting services pertaining to a variety of initiatives for Nassau County, as requested. The initial request is to conduct a Peer Review of the Fiscal and Economic Impact Study for the ENCPA Sector Plan. Willdan wants to ensure that the following work plan is responsive to your needs and will work with you to tailor the proposed scope based on input prior to approval of a contract, and as needed during the course of the project. Furthermore, Willdan will rely on the validity and accuracy of your data and documentation to complete our proposed scope of work. We will further rely on the data as being accurate without performing an independent verification of accuracy, and we will not be responsible for any errors that result from inaccurate data provided by the County or a third party.

Peer Review

The following outlines Willdan's scope of services to conduct a Peer Review of the Fiscal and Economic Impact Study for the ENCPA Sector Plan.

| | |
|----------------|---|
| Task 1: | Kick-off and Project Coordination |
| Objective: | Confirm project goals and objectives and initial due diligence. |
| Description: | Willdan will coordinate with County staff to create a framework for any required meetings and an agenda outline based on the County's desired outcome(s). |
| Meetings: | One (1) client kick-off conference call meeting to initiate the project, discuss data needs and methodologies. |
| Deliverables: | Submit information request to County. |
| Task 2: | Gather and Review Data |
| Objective: | Gather and review pertinent data. |
| Description: | Review existing documents and data and obtain additional data necessary to conduct the peer review: |

Mr. Marshall Eyerman

December 19, 2022

Continued - Proposal to Provide Financial, Real Estate, and Economic Development Consulting Services

| | |
|----------------|---|
| | <ul style="list-style-type: none"> o Fiscal and Economic Impact Study for the ENCPA Sector Plan by the Florida Institute of Government (the "Study"); o Market data, including residential and commercial rent/lease rates, for comparison with the Study; o Project descriptions for alternatives; o Site characteristics, such as property tax rates and other assessments, if any; and o Cost data, including general construction and operating costs for projects similar to the proposed alternatives, for comparison with the Study. |
| Meetings: | Willdan will conduct follow-up requests, as needed. |
| Deliverables: | Information requests, as needed. |
| Task 3: | Review Assumptions and Methodology of Study |
| Objective: | Review and development of a thorough analysis of the Study. |
| Description: | <p>At the direction of the County, Willdan will participate in meetings with various stakeholders to review and comment on the assumptions and methodologies used in the development of the Study. Willdan will prepare a summary of our observations and conclusion regarding the Study, including documenting all assumptions and the methodology and criteria used to reach its conclusions. We will compare each of the assumptions (such as lease rates, construction costs, operating costs, and associated ratios). Willdan will also contact the Florida Institute of Government where needed to determine the source of each assumption and consider whether the source is consistent with standard professional practice. Willdan will not conduct an independent market study or other analysis, but rather, will rely on comparables and source considerations to determine reasonableness.</p> <p>Willdan will also review the model and all calculations to confirm that they are consistent with standard professional practice.</p> |
| Meetings: | Willdan will participate in meetings as requested by the County and conduct follow-up requests, as needed. |
| Deliverables: | Summary Memo |

Project Schedule

It is Willdan's understanding this work will be conducted during January 2023 through March 2023. A specific project timeline will be developed following consultation with the County team at the project kickoff.

Mr. Marshall Eyerman

December 19, 2022

Continued - Proposal to Provide Financial, Real Estate, and Economic Development Consulting Services

Fee for Services

On the basis of the general Scope of Services described herein, Willdan's total labor billings and all out-of-pocket costs and expenses directly chargeable to this engagement will not exceed \$15,000 unless specifically authorized in writing by the County. Further, no work will be performed under this agreement unless specifically directed by the County. Payment for such services shall be invoiced monthly based on a time-and-materials basis.

Please note, for the purpose of our proposal, telephone conference calls are not considered "meetings" and are not limited by our scope of services. However, online meetings (i.e., WebEx, Zoom, etc.) are considered meetings, and will be invoiced accordingly.

Additional Services

The scope, fee and schedule for any additional services that may arise during this engagement will be negotiated separately. Additional services may be authorized by the County and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

| Hourly Rate Schedule | |
|---------------------------|-------------|
| Position | Hourly Rate |
| Vice President / Director | \$250 |
| Managing Principal | \$240 |
| Principal Consultant | \$210 |
| Senior Project Manager | \$185 |
| Project Manager | \$165 |
| Senior Project Analyst | \$135 |
| Senior Analyst | \$125 |
| Analyst II | \$110 |
| Analyst I | \$100 |

We appreciate the opportunity to submit our proposal. If you have any questions, please feel free to contact me at jmcarvey@willdan.com. I can also be reached by phone at 407.415.2090. If the scope and fee proposal are acceptable, please sign where indicated on the bottom of the page and return by email.

NASSAU COUNTY, FLORIDA


WILLDAN FINANCIAL SERVICES

By: _____
(Signature)

By: Marshall Eyerman
(Name Printed)

Title: Assistant County Manager

Date: _____

By: 
(Signature)

By: Jeff McGarvey
(Name Printed)

Title: Vice President, Managing Principal

Date: December 19, 2022



CERTIFICATE OF LIABILITY INSURANCE

11/9/2023

DATE (MM/DD/YYYY)
12/13/2022

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 Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065 | CONTACT NAME: PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Travelers Property Casualty Company of America</td> <td style="border: none;">25674</td> </tr> <tr> <td style="border: none;">INSURER B : Allied World Surplus Lines Insurance Company</td> <td style="border: none;">24319</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Travelers Property Casualty Company of America | 25674 | INSURER B : Allied World Surplus Lines Insurance Company | 24319 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Travelers Property Casualty Company of America | 25674 | | | | | | | | | | | | | | |
| INSURER B : Allied World Surplus Lines Insurance Company | 24319 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED 1507825 Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590 | | | | | | | | | | | | | | | |

COVERAGES WILLD01 **CERTIFICATE NUMBER:** 19192922 **REVISION NUMBER:** XXXXXXXX

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 | | | | | | | | | | | | | | |
|---|--|-------------|----------|-----------------------|-------------------------|-------------------------|---|-------------------------------------|--------------|---|--------------------|------------------------------|-------------|--------------------------------|--------------|-------------------|-----------------------------|------------------------|--------------|--|----|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Emp. Benefits Liab. <input checked="" type="checkbox"/> Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | P-630-7T016289-TIL-22 | 11/9/2022 | 11/9/2023 | <table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | MED EXP (Any one person) | \$ 15,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | \$ |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 15,000 | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> OTHER: | | | NOT APPLICABLE | | | <table style="width: 100%; border: none;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td></td><td style="text-align: right;">\$ XXXXXXXX</td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ XXXXXXXX | BODILY INJURY (Per person) | \$ XXXXXXXX | BODILY INJURY (Per accident) | \$ XXXXXXXX | PROPERTY DAMAGE (Per accident) | \$ XXXXXXXX | | \$ XXXXXXXX | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | | |
| | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | NOT APPLICABLE | | | <table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td></td><td style="text-align: right;">\$ XXXXXXXX</td></tr> </table> | EACH OCCURRENCE | \$ XXXXXXXX | AGGREGATE | \$ XXXXXXXX | | \$ XXXXXXXX | | | | | | | | |
| EACH OCCURRENCE | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | | |
| | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | | |
| | 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 | NOT APPLICABLE | | | <table style="width: 100%; border: none;"> <tr><td>PER STATUTE</td><td>OTH-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ XXXXXXXX</td></tr> </table> | PER STATUTE | OTH-ER | | E.L. EACH ACCIDENT | | \$ XXXXXXXX | E.L. DISEASE - EA EMPLOYEE | | \$ XXXXXXXX | E.L. DISEASE - POLICY LIMIT | | \$ XXXXXXXX | | |
| PER STATUTE | OTH-ER | | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | | \$ XXXXXXXX | | | | | | | | | | | | | | | | | | | |
| B | Arch&Eng Prof | N | N | 0313-5950 | 11/9/2022 | 11/9/2023 | Per Claim:\$1,000,000 Aggregate:\$1,000,000 | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Financial Consulting Services.Nassau County Board of County Commissioners are included as Additional Insured(s) in accordance with the provisions of the General Liability policy including with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the client. The General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policies. Please see the next page.

| | |
|---|--|
| CERTIFICATE HOLDER 19192922 Nassau County Attn: Marshall Eyerman Assistant County Manager 96135 Nassau Place, Suite 1 Yulee, FL 32097 | CANCELLATION See Attachments 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 |
|---|--|

A Waiver of Subrogation is granted in favor of Nassau County Board of County Commissioners in accordance with the policy provisions of the General Liability policy. Policies include 30-days' notice of cancellation (except 10 days for non-payment of premium) and the provisions of each policy govern how notice of cancellation may be delivered to Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS: Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: P-630-7T016289-TIL-22

ISSUE DATE: 10-18-22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

ENDORSEMENT NO.

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This Endorsement, effective at 12:01 a.m. on 11/9/2022, forms part of

Policy No. 0313-5950
Issued to Willdan Group, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the Company cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Company, either directly or through its broker of record, the email address of the contact at such entity; and
3. the Company receives this information after the First Named Insured receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Company;

the Company will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

Proof of the Company emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Company has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the Insurer's part to deliver the Advice will not impose liability of any kind upon the Insurer or invalidate the cancellation.

Any Certificate Holder is not an Insured or a Loss Payee under this Policy. No coverage will be available under this Policy for any Claim brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

Non-Competitive Justification Form (Exemptions / Sole Source / Single Source)

Date: 12/16/22 Contact Name: _____
 Vendor Name: Willdan Financial Services Project: Financial and Economic Analysis
 Address: 200 South Orange Avenue, Suite 1550, Orlando, Florida 32801 FY Cost: NTE \$15,000
 Phone: _____ Total Cost: NTE \$15,000
 Account: _001.121.512.51.531000
 Description of Goods and/or Services: Provide Financial, Real Estate, and Economic Development Consulting Services

Source of Funds: County State Federal Other _____

Check one (1) of the following choices:

- 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)
 - 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.

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. *Marshall Eyerman*

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. *Ranessa Almota*

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 Lacambra*

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. *Taco E. Popey AICP*

DATE
12/16/2022

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
Willdan Financial Services
200 South Orange Avenue, Suite 1550, Orlando,
Florida 32801

DEPARTMENT
CM

REQUESTED BY
Marshall Eyerman

| VENDOR NUMBER | PROJECT NAME | FUNDING SOURCE | AMOUNT AVAILABLE | STANDARD PO OR ENCUMBER ONLY | CONTRACT NO. |
|---------------|-----------------------------|-----------------------|------------------|------------------------------|---|
| | Financial/Economic Analysis | 001.121.512.51.531000 | | Encumber Contract | |
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT PRICE | AMOUNT | |
| | Financial/Economic Analysis | 1.00 | \$ 15,000.00 | \$ 15,000.00 | Enter additional information or details, as needed. |
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ORIGINAL - FINANCE
COPY - DEPARTMENT

Shipping Total \$ 0.00
\$ 15,000.00

Department Head
I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.
Marshall Eyerman 1/9/2023

Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.)
I attest that, to the best of my knowledge, funds are available for payment.
Doris Lacabra 1/9/2023

Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.)
I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.
Andree Almonte 1/10/2023

County Manager (signature required if over Department Head signature authority or \$5,000, whichever is less.)
I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.
Paul E. Pope, Jr. 1/10/2023

Clerk: CF
Date: 1/12/2023

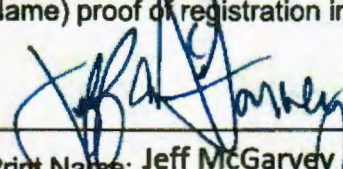
EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that NA (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of NA (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Jeff McGarvey
Date: December 12, 2022

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12/12/2022 (Date) by Jeff McGarvey (Name of Officer or Agent, Title of Officer or Agent) of Willdan Financial Services (Name of Contractor Company Acknowledging), a California (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

#HH308950

Notary Public

Tiffany Rosario

Printed Name

My Commission Expires: 09/06/2026

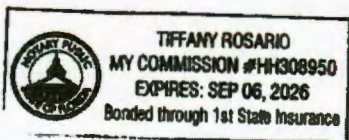


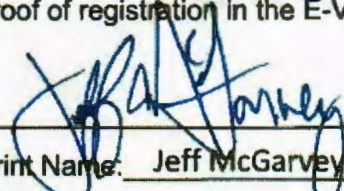
EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Willdan Financial Services (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Willdan Financial Services (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Jeff McGarvey
Date: December 12, 2022

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12/12/2022 (Date) by Jeff McGarvey (Name of Officer or Agent, Title of Officer or Agent) of Willdan Financial Services (Name of Contractor Company Acknowledging), a California (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

#HH308950

Notary Public

Tiffany Rosario

Printed Name

My Commission Expires: 09/06/2026



Certificate Of Completion

| | |
|---|-----------------------------|
| Envelope Id: 3B9ADD290DC547F5B258CC66CC5786FB | Status: Completed |
| Subject: Please DocuSign: CM3304 - Willdan - Economic - NTE\$15,000 | |
| Source Envelope: | |
| Document Pages: 36 | Signatures: 17 |
| Certificate Pages: 6 | Initials: 41 |
| AutoNav: Enabled | Envelope Originator: |
| EnvelopeId 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 |
| 1/9/2023 11:43:27 AM | MEyerman@nassaucountyfl.com | |


Signer Events

| Signature | Timestamp |
|---|--|
| Marshall Eyerman meyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None) | Sent: 1/9/2023 12:20:32 PM Viewed: 1/9/2023 12:20:56 PM Signed: 1/9/2023 12:21:20 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) |  | Sent: 1/9/2023 12:21:28 PM Viewed: 1/9/2023 2:15:18 PM Signed: 1/9/2023 2:16:19 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: 1/9/2023 2:16:24 PM Viewed: 1/9/2023 3:19:03 PM Signed: 1/9/2023 3:19:09 PM |
| | Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 | |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | | |
|---|---|---|
| Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None) |  | Sent: 1/9/2023 3:19:15 PM Viewed: 1/10/2023 12:56:58 PM Signed: 1/10/2023 12:57:07 PM |
| | 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**

Abigail Jorandby
ajorandby@nassaucountyfl.com
Assistant County Attorney
Nassau BOCC



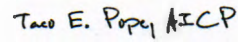
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Signed: 1/11/2023 3:12:33 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Taco E. Pope, AICP
tpope@nassaucountyfl.com
County Manager
Nassau County BOCC



Sent: 1/10/2023 12:57:13 PM
Viewed: 1/10/2023 3:23:59 PM
Signed: 1/10/2023 3:24:25 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clerk Finance
boccap@nassauclerk.com
Nassau County Clerk



Sent: 1/11/2023 3:12:41 PM
Viewed: 1/12/2023 9:05:37 AM
Signed: 1/12/2023 9:05:47 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 12.23.69.254

Electronic Record and Signature Disclosure:
Accepted: 2/4/2021 9:59:11 AM
ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

Jeff McGarvey
jmcgarvey@willdan.com
Vice President
Willdan Financial Services
Security Level: Email, Account Authentication
(None)



Sent: 1/11/2023 3:12:40 PM
Viewed: 1/11/2023 3:23:04 PM
Signed: 1/13/2023 12:27:57 PM

Signature Adoption: Pre-selected Style
Using IP Address: 97.68.71.198

Electronic Record and Signature Disclosure:
Accepted: 1/11/2023 3:23:04 PM
ID: 0b8f8a79-627d-4ca6-87eb-fe55bd10cd52

Denise C. May
dmay@nassaucountyfl.com
Assistant County Attorney
Nassau County BOCC



Sent: 1/13/2023 12:28:06 PM
Viewed: 1/13/2023 12:57:07 PM
Signed: 1/13/2023 12:57:49 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Taco E. Pope, AICP
tpope@nassaucountyfl.com
County Manager
Nassau County BOCC



Sent: 1/13/2023 12:57:58 PM
Viewed: 1/13/2023 12:58:38 PM
Signed: 1/13/2023 12:58:47 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| 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 |
| Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 1/13/2023 12:58:54 PM |
| Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 1/13/2023 12:58:58 PM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 1/9/2023 12:20:32 PM |
| Certified Delivered | Security Checked | 1/13/2023 12:58:38 PM |
| Signing Complete | Security Checked | 1/13/2023 12:58:47 PM |
| Completed | Security Checked | 1/13/2023 12:58:58 PM |
| 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.