2/16/2024

CS-23-262

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3169-A1

Telephone: (904) 530-6125	Contact Person: E. Burton / T Lombardi Email: eburton@nassaucountyfl.com
SECTION 4. VENDOD INCODMATION	
SECTION 2 - VENDOR INFORMATION Name: Kept Companies, Inc. dba Krystal Klean	
Address: 13679 Atlantic Boulevard	
City: Jacksonville	State: Florida Zip Code: 32225
Vendor's Administrator Name: Cori Roberts	Title: Contracts Administrator
Felephone: (877) 875-5326	Email: cori@krystalklean.com
SECTION 3 – VENDOR AUTHORIZED SIG Authorized Signatory Name: Lorraine Matarazzo	NATORY
Authorized Signatory Email: lorrainem@keptcompanies.co	com
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHA	ALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)
SECTION 4 - CONTRACT INFORMATION	
Contract Name: Painting Services	
Type: New Contract Work Authorization Short Provided to Short Provided to Short	
Short Description of Product(s)/Service(s) Being services for multiple buildings throughout the County	Requested: Interior/Exterior surface preparation, brick repair & seal, masking, patching and painting
	RVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
The state of the s	□RFQ ■Piggyback □Exemption □Sole Source □Single Source
Amount of Initial Contract Term: \$300,000.00	
	Voor 1. Voor 2.
Amount of Renewal Options (if applicable):	Year 1: Year 2: Year 3: Year 4:
Total Amount of Contract (Initial Term + Renewal Option	ons): \$300,000.00 (Estimate if necessary)
Account Number: Multiple	ms) (Estimate ty necessary)
	ral DOther:
County Authorized Signatory: BOCC Chairn	
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF	, ,
SECTION 5 – INSURANCE	
Insurance Category: □Category L ■Category	y M Category H Other:
	Risk Manager Initials:
	Risk Manager Initials.
SECTION 6 – AMENDMENT INFORMATIO	
Contract Tracking No: CM3169-A1	Amendment No: 1
Contract Tracking No: CM3169-A1 Type of Amendment: □Renewal □Time Onl	ly Extension ☐ Additional Scope ■Other: VENDOR NAME CHANGE ONLY
Contract Tracking No: CM3169-A1 Type of Amendment: □Renewal □Time Onlean Contract Amount with Previous Amendments: No. CM3169-A1	ly Extension □ Additional Scope ■Other: VENDOR NAME CHANGE ONLY Amount of this Amendment: N/A
Contract Tracking No: CM3169-A1 Type of Amendment: Renewal Time Only Contract Amount with Previous Amendments: New Contract Amount including this Amendment	lly Extension □ Additional Scope ■Other: VENDOR NAME CHANGE ONLY Amount of this Amendment: N/A N/A
Contract Tracking No: CM3169-A1 Type of Amendment: Renewal Time Onl Contract Amount with Previous Amendments: New Contract Amount including this Amendment Account Code Change From:	lly Extension □ Additional Scope ■Other: VENDOR NAME CHANGE ONLY Amount of this Amendment: N/A nt: N/A To:
Contract Tracking No: CM3169-A1 Type of Amendment: □Renewal □Time Onl Contract Amount with Previous Amendments: Now Contract Amount including this Amendment Account Code Change From: □BOCC Chairn	lly Extension □ Additional Scope ■Other: VENDOR NAME CHANGE ONLY Amount of this Amendment: N/A nt: N/A To: man ■County Manager
Contract Tracking No: CM3169-A1 Type of Amendment: Renewal Time Onl Contract Amount with Previous Amendments: New Contract Amount including this Amendment Account Code Change From: County Authorized Signatory: BOCC Chairn (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF	lly Extension □ Additional Scope ■Other: VENDOR NAME CHANGE ONLY Amount of this Amendment: N/A nt: N/A To: man ■County Manager
Contract Tracking No: CM3169-A1 Type of Amendment: Renewal Time Onl Contract Amount with Previous Amendments: New Contract Amount including this Amendment Account Code Change From: County Authorized Signatory: BOCC Chairn (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF APPROVALS PURSUANT	Additional Scope Other: VENDOR NAME CHANGE ONLY Amount of this Amendment: N/A To: To: To: To: To BOCC)
Contract Tracking No: CM3169-A1 Type of Amendment: Renewal Time Onl Contract Amount with Previous Amendments: New Contract Amount including this Amendment Account Code Change From: County Authorized Signatory: BOCC Chairm (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF APPROVALS PURSUANT Doug Podiak 2/15/2024	Additional Scope Other: VENDOR NAME CHANGE ONLY Amount of this Amendment: N/A To: man County Manager FOF BOCC) TTO NASSAU COUNTY PURCHASING POLICY 3.
Contract Tracking No: CM3169-A1 Type of Amendment: Renewal Time Onl Contract Amount with Previous Amendments: New Contract Amount including this Amendment Account Code Change From: County Authorized Signatory: BOCC Chairm (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF Down Policy 2/15/2024 Department Head/Contract Manager Date	Amount of this Amendment: Amount of this Amendment: Amount of this Amendment: To: To: To BOCC: T TO NASSAU COUNTY PURCHASING POLICY 3.
Contract Tracking No: CM3169-A1 Type of Amendment: Renewal Time Onl Contract Amount with Previous Amendments: New Contract Amount including this Amendment Account Code Change From: County Authorized Signatory: BOCC Chairm (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF APPROVALS PURSUANT 2/15/2024 Department Head/Contract Manager Date	Additional Scope Other: VENDOR NAME CHANGE ONLY Amount of this Amendment: N/A To: man County Manager FOF BOCC) TO NASSAU COUNTY PURCHASING POLICY 3. Fanas: Almost 2/20/2024 Procurement Date (Signature required only if procurement related)
Contract Tracking No: CM3169-A1 Type of Amendment: Renewal Time Onlocontract Amount with Previous Amendments: New Contract Amount including this Amendment Account Code Change From: County Authorized Signatory: BOCC Chairm (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF) APPROVALS PURSUANT 2/15/2024 Department Head/Contract Manager Date Linis Lacambra 2/16/2024 Office of Mgmt. & Budget Date	Amount of this Amendment: Amount of this Amendment: Amount of this Amendment: To: To: To: TO NASSAU COUNTY PURCHASING POLICY 3.

County Manager

Date

FIRST AMENDMENT TO PIGGYBACK AGREEMENT

THIS FIRST AMENDMENT TO THE PIGGYBACK AGREEMENT (hereinafter "Amendment") is made by and between the **Board of County Commissioners of Nassau County**, **Florida**, a political subdivision of the State of Florida (hereinafter the "County"), and **Kept Companies**, **Inc. dba Krystal Klean** (**formally Fleetwash**, **Inc. dba Krystal Klean**), a business having its primary business location at 13679 Atlantic Boulevard, Jacksonville, Florida 32225 (hereinafter the "Vendor").

WITNESSETH:

WHEREAS, the County previously entered into a Piggyback Agreement for painting services dated June 13, 2022 with Fleetwash, Inc. dba Krystal Klean; and

WHEREAS, the County has received notification of the Vendor's name change from Fleetwash, Inc. dba Krystal Klean to Kept Companies, Inc. dba Krystal Klean; and

WHEREAS, on or about February 8, 2024, the County received the Consent to Assignment from the Lead Contracting Agency, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the County likewise recognizes the Vendor's name change and consents to the assignment and thereby transfers and assigns to the Vendor all the rights interests, and obligations of the Piggyback Agreement numbered CM3169.

NOW, **THEREFORE**, the Parties agree as follows:

SECTION 1. All rights, interests and obligations of the Piggyback Agreement numbered CM3169 shall be assigned and transferred to the Vendor.

SECTION 2. All other terms and conditions of the Piggyback Agreement not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

NASSAU	COUNTY,	FLORIDA

Signature: Taco E. Pope, AICP
Print Name: TACO E. POPE, AICP
Title: <u>Designee</u>
Date:
REVIEWED FOR LEGAL FORM AND CONTENT:
Denise C. May DENISE C. MAY, County Attorney
DENISE C. MAY, County Attorney
KEPT COMPANIES INC. DBA KRYSTAL KLEAN
Signature: Lorraine Matarazzo
By: Lorraine Matarazzo // 3/4/2024
Title: Chief Operations Officer
Date: 3/7/2024

EXHIBIT "A" CONSENT TO ASSIGNMENT

CONSENT TO ASSIGNMENT Bid 20-61; Painting Services Master Contract No: 20-MCC-KRY-12220

This Consent to Assignment Agreement (Agreement) is entered into as of this day of 19th January, 2024, by and between St. Johns County (County), a political subdivision of the State of Florida and **Kept Companies**, **Inc.**, **dba Krystal Klean.**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract No: 20-MCC-KRY-12220, dated as of July 9, 2020.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, any obligations under Master Contract No: 20-MCC-KRY-12220, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 14 of Master Contract No: 20-MCC-KRY-12220, the Contractor may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on January 9, 2024 a letter dated January 9, 2024 was received indicating Kept Companies, Inc., dba Krystal Klean, provided its written request to the assignment of its rights, interests, and obligations in Master Contract No: 20-MCC-KRY-12220, to the Assignee (see Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 14 of Master Contract No: 20-MCC-KRY-12220, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

- 1. Assignment and Assumption. The County hereby approves assignment of Master Contract No: 20-MCC-KRY-12220, to Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract No: 20-MCC-KRY-12220.
- 2. Incorporation of Terms and Conditions. Master Contract No: 20-MCC-KRY-12220 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provisions contained in Master Contract No: 20-MCC-KRY-12220 shall remain in full force and effect.
- 3. Effectiveness. This Assignment Agreement shall be effective as of the date first set for the above.
- 4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
- 5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement,

and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the dates first set forth below.

ASSIGNEE:

Company Name

1/16/2024 Date of Signature

Kept Companies, Inc., dba Krystal Klean

Signature by Assignee Representative

Printed Name Assignee Representative
Chief Administrative Officer
Printed Title – Assignee Representative

Lorraine Matarazzo

COUNTY:
St. Johns County, FL
County Marie
(DOLL VOA)
A partie
Signature by County Representative
Jaime T. Locklear
Printed Name - County Representative
Director of Purchasing & Contracts
Printed Title - County Representative
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1119124
Datelof Signature
Datein Sephatine
LEGALLY SUFFICIENT:
LEGALLY SUFFICIENT:
make the professional and the second
Office of County Attorney
V 426/24
Date of Execution
ž.
· 1 * 1
ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF CIRCUIT COURT & COMPTROLLER
Secretary of the secretary of the second
A
Carlot South
Degluty Clerk
Deplacy Cide N
1/21/21/24
Date
Date
At 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1

RESOLUTION NO. 2024-43

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH FLEETWASH, INC., DBA KRYSTAL KLEAN., UNDER BID 20-61; PAINTING SERVICES.

RECITALS

WHEREAS, Fleetwash, Inc., dba Krystal Klean., was awarded a contract under BID 20-61; Painting Services dated July 9, 2020; and

WHEREAS, the County was notified that Fleetwash, Inc., dba Krystal Klean., name was changed to Kept Companies, Inc., dba Krystal Klean., in May 26, 2033, and while Fleetwash, Inc., dba Krystal Klean., has been operating under the Fleetwash, Inc., dba Krystal Klean., name since the effective date of the Contract, they are now requesting their contracts to be assigned to Kept Companies, Inc., dba Krystal Klean; and

WHEREAS, the assignment shall be governed by the terms and conditions of the contracts awarded to Fleetwash, Inc., dba Krystal Klean., under BID 20-61; and

WHEREAS, the work awarded under the Contract is funded by the respective County Department requesting the Purchase Order; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into the contracts to complete the work services serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to assign General Services Agreement No: 20-MCC-SWA-12556 to Kept Companies, Inc., dba Krystal Klean.

Section 3. The County Administrator, or designee, is further authorized to execute a Consent to Assignment Agreement with Kept Companies, Inc., dba Krystal Klean., which shall serve to obligate Kept Companies, Inc., dba Krystal Klean., to take ownership of all responsibilities and obligations previously required of Fleetwash, Inc., dba Krystal Klean.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 6th day of February, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: ______Sarah Arnold, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

Deputy Clerk

Rendition Date: FEB 0 7 2024

KEPTCOM-01

LTRAVERS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/28/2023

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).

CONTACT Roger Hohne				
PHONE FAX (A/C, No, Ext): (A/C, No):				
E-MAIL ADDRESS: rhohne@koreins.com				
INSURER(S) AFFORDING COVERAGE	NAIC #			
INSURER A: Homesite Insurance Conpany of Florida	11156			
INSURER B : Travelers Property Casualty Company of America	25674			
INSURER C: Travelers Excess and Surplus Lines Company	29696			
INSURER D : Axis Surplus Insurance Company	26620			
INSURER E : Aspen American Insurance Company	43460			
INSURER F:				
	(A/C, No, Ext): E-MAIL ADDRESS: rhohne@koreins.com INSURER(S) AFFORDING COVERAGE INSURER A: Homesite Insurance Conpany of Florida INSURER B: Travelers Property Casualty Company of America INSURER C: Travelers Excess and Surplus Lines Company INSURER D: Axis Surplus Insurance Company INSURER E: Aspen American Insurance Company			

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.

	XCLUSIONS AND CONDITIONS OF SUCH F							
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY				, <u>-</u>	\	EACH OCCURRENCE	\$ 2,000,00
	CLAIMS-MADE X OCCUR	X	Х	POC-021272-00	7/1/2023	7/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,00
							MED EXP (Any one person)	\$ 5,00
							PERSONAL & ADV INJURY	\$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,00
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,00
	OTHER:							\$
В	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 4,000,00
	X ANY AUTO	X	Х	TC2JCAP-3J711696-TIL-23	7/1/2023	7/1/2024	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
С	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 10,000,00
	EXCESS LIAB CLAIMS-MADE	X	X	CUP-0X316805-23-NF	7/1/2023	7/1/2024	AGGREGATE	\$ 10,000,00
	DED X RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A					E.L. EACH ACCIDENT	\$
	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
D	Pollution Legal Liab			CP004987-02-2023	7/1/2023	7/1/2024	Limit	2,000,00
E	Leased/Rental Equip.			IMZ134923	7/1/2023	7/1/2024	\$1000 Ded. / Limit	250,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as additional insured for General Liability, Auto Liability, and Umbrella Liability on a primary & non-contributory basis with respect to work performed by the named insured and as per written contract or agreement. Waiver of subrogation in favor of additional insureds applies to General Liability, Auto Liability, and Umbrella Liability coverage, as per written contract or agreement. 30 Day written notice of insurance cancellation applies. Umbrella follows form.

Nassau County Board of County Commissioners is included as additional insured for General Liability, Auto Liability, and Umbrella Liability on a primary & non-contributory basis with respect to work performed by the named insured and as per written contract or agreement. GL & Umbrella coverage includes

non-contributory basis with respect to work performed by the named insured and as per written contract or agreement. GL & Umbrella coverage includes

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Nassau County Board of County Commissioners 96135 Nassau Place, Ste 1 Yulee, FL 32097 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

Matt I

AGENCY CUSTOMER ID: KEPTCOM-01

LTRAVERS

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED
Kore Insurance Holdings, LLC		Kept Companies, Inc. dba Krystal Klean
POLICY NUMBER		P.O. Bóx 51289 Jacksonville Beach, FL 32240
SEE PAGE 1		Jacksonville Beach, FL 32240
CARRIER	NAIC CODE	1
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS	S A SCHEDULE TO ACORD FORM.	

THIS ADDITIONAL	REMARKS	FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER:	ACORD 25	FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

ongoing and	completed	operations,	as per writte	n contract.	Waiver of	subrogation	in favor of	additional	insureds	applies to	General
Liability, Aut	o Liability,	and Umbrella	a Liability co	verage, as p	oer written	contract or	agreement	. 30 days no	otice of ca	ancellation	applies

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

The following is added to Paragraph A.1.c., Who
Is An Insured, of SECTION II – COVERED
AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.	All Locations of the Named Insured

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

ered Operations
Named Insured

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a fully executed written contract or written agreement, provided such contract or agreement was executed prior to the date of the "occurrence", loss, injury or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy #TC2J-CAP-1R569467-23-TIL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., Transfer of Rights Of Recovery Against Others To Us, of the CONDITIONS Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

		CERTIFICAT	E OF LIAE	<u>BI</u> L	ITY INS	SURANCE		Date 7/28/202		
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, exten or alter the coverage afforded by the policies below.					
		(727) 938-5562				verage	NAIC #			
nsure	d:	South East Personnel Leasing,	Inc. & Subsidia	aries	Insurer A:	Lion Insurance Compan	у	11075		
		2739 U.S. Highway 19 N.			Insurer B:					
		Holiday, FL 34691			Insurer C: Insurer D:					
					Insurer E:					
overag	ges						<u> </u>			
th respec	ct to wh	surance listed below have been issued to the insure iich this certificate may be issued or may pertain, the have been reduced by paid claims.								
	ADDL NSRD	Type of Insurance	Policy Number		cy Effective (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	i		
		GENERAL LIABILITY					Each Occurrence	\$		
		Commercial General Liability Claims Made Occur					Damage to rented premises (EA occurrence)	\$		
		H	-				Med Exp	\$		
		General aggregate limit applies per:	-				Personal Adv Injury	\$		
		Policy Project LOC					General Aggregate	\$		
		The state of the s					Products - Comp/Op Agg	\$		
		AUTOMOBILE LIABILITY					Combined Single Limit			
		Any Auto					(EA Accident)	\$		
		All Owned Autos					Bodily Injury (Per Person)	¢		
		Scheduled Autos					Bodily Injury	9		
		Hired Autos					(Per Accident)	\$		
		Non-Owned Autos					Property Damage			
							(Per Accident)	\$		
		EXCESS/UMBRELLA LIABILITY					Each Occurrence			
		Occur Claims Made					Aggregate			
		Deductible						1		
		rs Compensation and yers' Liability	WC 71949	01	/01/2023	01/01/2024	X WC Statu- tory Limits OTH- ER			
An	y prop	prietor/partner/executive officer/member					E.L. Each Accident	\$1,000,00		
		i? NO					E.L. Disease - Ea Employee	\$1,000,00		
If Y	res, de	escribe under special provisions below.					E.L. Disease - Policy Limits	\$1,000,00		
Otl	her		Lion Insura	ance (Company is A	.M. Best Company	rated A (Excellent). AMI	3 # 12616		
•		of Operations/Locations/Vehicles/E		•				90-67-850		
rerage	only a	applies to active employee(s) of South East P	-		osidiaries that are nc. dba Krystal	-	"Client Company":			
/erage	only a	applies to injuries incurred by South East Pers		•	•		g in: FL.			
verage	does ne acti	not apply to statutory employee(s) or indepe ve employee(s) leased to the Client Company	endent contractor(s) o	of the C	lient Company o	r any other entity.				
-		• JBROGATION APPLIES IN FAVOR OF NAS	SSAU COUNTY. BOA	RD OF	COUNTY COM	MISSIONERS. ISSUF (7-28-23 (BP)			
			,				()			
CERTIFIC	CATF	HOLDER		C4	NCELLATION		Begin Da	te: 6/28/201		
		SSAU COUNTY		Sho	uld any of the abov		celled before the expiration date there to the certificate holder named to the			
	ВО	ARD OF COUNTY COMMISSIONERS					to the certificate holder harned to the kind upon the insurer, its agents or rep			
		35 NASSAU PLACE, STE 1			90	Dones	1			
	VIII	_EE. FL 32097		1	129	& pull	10			

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 NASSAU PLACE, STE 1 YULEE, FL 32097

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured: South East Personnel Leasing, Inc. Insurance Company: Lion Insurance Co.

Policy #: WC 71949

Effective: 01/01/2023 - 01/01/2024

Client: Kept Companies, Inc. dba Krystal Klean

WC 00 03 13 (Ed. 4-84) Countersigned by:

DocuSign

Certificate Of Completion

Envelope Id: 5BC3C8F311604779BC7B571344840257

Subject: CM3169: Amendment No.1; Krystal Klean_Consent to Assignment (Name Change)

Source Envelope:

Document Pages: 17 Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator: Evelyn Burton

eburton@nassaucountyfl.com IP Address: 50.238.237.26

Record Tracking

Status: Original

2/15/2024 2:46:22 PM

Holder: Evelyn Burton

eburton@nassaucountyfl.com

Location: DocuSign

Signer Events

Doug Podiak

dpodiak@nassaucountyfl.com

Facilities Director Nassau County BOCC

Security Level: Email, Account Authentication

(None)

Signature

Signatures: 8

Initials: 4

Doug Podiak

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

Timestamp

Sent: 2/15/2024 3:43:25 PM Viewed: 2/15/2024 3:43:45 PM Signed: 2/15/2024 3:43:50 PM

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)

19

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

Sent: 2/15/2024 3:43:52 PM Viewed: 2/16/2024 9:44:29 AM Signed: 2/16/2024 9:44:45 AM

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)

Chris Lacambra

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

Sent: 2/16/2024 9:44:48 AM Viewed: 2/16/2024 9:56:05 AM Signed: 2/16/2024 9:56:47 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lanaee Gilmore

Igilmore@nassaucountyfl.com

Procurement Director Nassau County BOCC

Security Level: Email, Account Authentication

(None)

Lanau Milmori

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

Sent: 2/16/2024 9:56:49 AM Viewed: 2/20/2024 10:37:00 AM Signed: 2/20/2024 10:37:12 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Lorraine Matarazzo		Sent: 2/20/2024 10:37:13 AM
lorrainem@keptcompanies.com	Corraine Matarazzo	Viewed: 3/7/2024 2:52:37 PM
CAO		Signed: 3/7/2024 2:52:46 PM
Kept	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 73.215.160.17	
Electronic Record and Signature Disclosure: Accepted: 3/7/2024 2:52:37 PM ID: 5eee7533-e9f0-4e1b-982a-4186e7818ec1		
Lorraine Matarazzo		Sent: 3/4/2024 7:57:46 AM
cori@krystalklean.com	lm	Viewed: 3/4/2024 10:35:35 AM
Chief Administrative Officer		Signed: 3/4/2024 8:18:38 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 67.190.196.185	
Electronic Record and Signature Disclosure: Accepted: 3/4/2024 10:35:35 AM ID: d2abb44a-98d2-4415-a895-eb2ffa51f4ab		
Abigail Jorandby		Sent: 3/7/2024 2:52:47 PM
ajorandby@nassaucountyfl.com	ДJ	Viewed: 3/11/2024 9:33:43 AM
Assistant County Attorney		Signed: 3/11/2024 11:10:32 AM
Nassau BOCC	Circulture Adoptions Dresselected Ctude	
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		
Michelle Proctor		Sent: 3/11/2024 8:56:49 AM
mproctor@nassaucountyfl.com	mP	Viewed: 3/11/2024 8:58:25 AM
Risk Manager		Signed: 3/11/2024 9:08:34 AM
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		
Denise C. May		Sent: 3/11/2024 11:10:37 AM
dmay@nassaucountyfl.com	Denise C. May	Viewed: 3/11/2024 11:11:34 AM
Assistant County Attorney		Signed: 3/11/2024 11:12:12 AM
Nassau County BOCC	Cignoture Adention: Dre colected Ctule	
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco E. Pope, AICP		Sent: 3/11/2024 11:12:15 AM
tpope@nassaucountyfl.com	Taco E. Pope, AICP	Viewed: 3/11/2024 11:13:26 AM
County Manager		Signed: 3/11/2024 11:13:34 AM
Nassau County BOCC	Ciamatura Adam/ina Bananal (1901)	
Security Level: Email, Account Authentication	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 bocclegal@nassauclerk.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/11/2024 11:13:36 AM Viewed: 3/11/2024 1:03:08 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/11/2024 11:13:38 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Kirkland jkirkland@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/11/2024 11:13:39 AM

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	2/15/2024 3:43:25 PM	
Envelope Updated	Security Checked	3/4/2024 7:57:45 AM	
Envelope Updated	Security Checked	3/11/2024 8:56:49 AM	
Envelope Updated	Security Checked	3/11/2024 8:56:49 AM	
Certified Delivered	Security Checked	3/11/2024 11:13:26 AM	
Signing Complete	Security Checked	3/11/2024 11:13:34 AM	
Completed	Security Checked	3/11/2024 11:13:39 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

Electronic Record and Signature Disclosure: Accepted: 10/24/2023 9:00:03 AM ID: 051b8b10-9ce7-49a7-bddd-e95a2069afb9

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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.

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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..

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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.

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- 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.