

CONTRACT FOR CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Poole & Poole, P.A.**, a Florida for Profit Corporation located at 303 Centre Street, Suite 200, Fernandina Beach, Florida 32034, hereinafter referred to as the “Consultant”.

WITNESSETH

WHEREAS, on July 24, 2023, the County adopted Ordinance 2023-021, now codified at Chapter 1. at Article. III. Code Enforcement of the Nassau County Code of Ordinances, in order to provide for the appointment of a Code Enforcement Special Magistrate in lieu of the Code Enforcement Board; and

WHEREAS, the County then issued a *Request for Proposals for Code Enforcement Special Magistrate Services*, a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, in response to the County’s *Request for Proposals for Code Enforcement Special Magistrate Services*, the Consultant submitted the Consultant’s *Proposal for Services*, a copy of which is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibits “A” and “B”.

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

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

Exhibit “A” COUNTY’S REQUEST FOR PROPOSAL NC23-053-RFP (“RFP”), AS MODIFIED BY ANY ADDENDA;

Exhibit “B” CONSULTANT’S PROPOSAL BUT ONLY TO THE EXTENT RESPONSIVE TO THE COUNTY’S REQUEST FOR PROPOSAL NC23-053-RFP.

SECTION 3. Engagement of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services as set forth in Exhibits “A” and “B”.

3.2 The Code Enforcement Special Magistrate Hearings contemplated herein shall begin on April 9, 2024, and each hearing thereafter shall be set on a regular schedule for the Second Tuesday of each month at 1:30 p.m. Additional hearing days may be convened if the case volume requires more frequent hearings as requested by the County. If the Consultant has knowledge of any scheduling conflicts for any scheduled hearing, the Consultant shall contact the County so that such conflicts may be resolved.

3.3 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other

tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

3.4 Should the Consultant determine that he has a conflict of interest or for any reason feels it would be inappropriate for him to hear and deliberate on any given case, he will immediately inform the County of such conflict so that arrangements to retain another Consultant for that case can be made. The Consultant further agrees that during the term of this Contract, and any renewal or extension, the Consultant will not represent any party in a matter that could come before the Consultant as a result of a violation of Nassau County Code of Ordinances.

SECTION 4. Term of Contract and Option to Extend or Renew.

4.1 The term of this Contract shall be for three (3) years from April 1, 2024. The term of this Contract may be renewed for two (2), additional one (1) year terms, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis 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.

SECTION 5. Compensation.

5.1 The Consultant shall be compensated for the Code Enforcement Special Magistrate Services contemplated herein at the hourly rate of Three Hundred Dollars (\$300.00)

per hour in accordance with Exhibit "B". **The parties estimate that on average the monthly Code Enforcement Special Magistrate Services contemplated herein, inclusive of hearing preparation, research, attendance at hearing and review and execution of orders, shall not exceed ten (10) hours per month. If in any given month the Consultant anticipates that he will require more than ten (10) hours to complete the Code Enforcement Special Magistrate Services, the Consultant agrees to receive prior written approval from the County before initiating any additional work beyond the contemplated ten (10) hours.** As noted in the Proposal Price Sheet contained in Exhibit "B", the above-stated hourly rate is fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, legal research, copies.). **No additional reimbursement for expenses shall be billed.**

5.2 The Consultant shall prepare and submit to the Code Enforcement Manager, for approval, an invoice for the services rendered, with a copy provided to ajorandby@nassaucountyfl.com and invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. 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. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

5.3 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

5.4 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

SECTION 6. Governing Law, Venue and Compliance with Laws.

6.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 7. Termination.

7.1 Either party may terminate this Contract in whole or part by giving the other party written notice at least sixty (60) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations. The Consultant

shall promptly contact the County to make arrangements to return to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 8. Access And Audits of Records.

8.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 9. Independent Consultant Status.

9.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

SECTION 10. Indemnification.

10.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 11. Insurance.

11.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts. The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 12. E-Verify.

12.1 The Consultant shall comply with Section 448.095, Florida Statutes, 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 the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall 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.

12.2 The Consultant shall 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 the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

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

SECTION 13. Public Records.

13.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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 the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

13.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

13.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

13.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

13.6 A notice complies with this Section, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 16 hereinbelow.

13.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

13.8 In reference to any public records requested under this Contract, the Consultant shall identify and mark specifically any information which the Consultant considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Consultant believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

13.9 In conjunction with the confidential and/or proprietary information designation, the Consultant acknowledges and agrees that after notice from County, the Consultant shall respond to a notice from the County immediately, but no later than ten (10) calendar days from the date of notification or the Consultant shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

13.10 The Consultant further agrees that by designation of the confidential/proprietary material, the Consultant shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Consultant's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Consultant's designation of material as exempt from public disclosure.

SECTION 14. Public Entity Crimes.

14.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 15. Anti-Discrimination.

15.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 16. Notices.

16.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Denise C. May, County Attorney
96135 Nassau Place, Suite 6
Yulee, Florida 32097

Consultant: Poole & Poole, P.A.
Attn: Harrison Poole, Esq.
303 Centre Street, Suite 200
Fernandina Beach, Florida 32034

SECTION 17. Attorney's Fees.

17.1 Notwithstanding the provisions of Section 13 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 18. Authority to Bind and Non-Assignment.

18.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

18.2 The Consultant shall not assign this Contract nor enter into any agreements with third parties to delegate any or all of the responsibilities, duties, or rights herein set forth in this Contract.

SECTION 19. Entire Agreement; Execution; Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

19.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings. In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

19.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

19.3 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

19.4 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

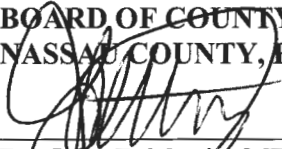
19.5 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

19.6 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

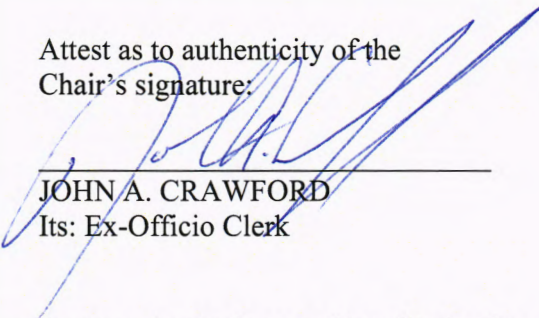
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


By: John F. Martin, MBA

Its: Chair

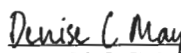
Date: March 11, 2024

Attest as to authenticity of the
Chair's signature:

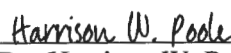

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney


DENISE C. MAY

POOLE & POOLE, P.A.

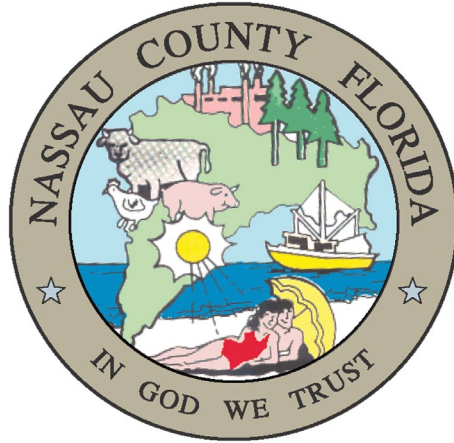

By: Harrison W. Poole, Esq.

Its: President

Date: 2/23/2024

EXHIBIT "A"

**NASSAU COUNTY
FLORIDA**



REQUEST FOR PROPOSAL (RFP)

CODE ENFORCEMENT SPECIAL MAGISTRATE

RFP NO. NC23-053-RFP

PROPOSALS ARE DUE NOT LATER THAN

SEPTEMBER 28, 2023 at 10:00 A.M.

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION:

Nassau County (hereinafter referred to as the “County”) is seeking proposals from an experienced and qualified individual attorney or law firm to serve as a Code Enforcement Special Magistrate in accordance with the terms, conditions, and scope of services contained in this Request for Proposal (RFP). The selected Firm or Individual will fulfill duties set forth in Ordinance Number 2023-021 (a copy of which is attached to this RFP) as authorized by Chapter 162, Part 1, Florida Statutes. Pursuant to this Ordinance, the Special Magistrate services would not be required until after April 1, 2024.

1.2 PROCURMENT METHOD:

This procurement is being conducted in accordance with all applicable provisions of the County Code of Ordinances. The specific method of source selection for the services required in this RFP is Code Section 1-141, Competitive Purchasing Methods.

1.3 COMPETITIVE PROCESS:

Any vendor that meets the requirements specified in this Request for Proposal may participate in the competitive process.

1.4 PROPOSAL DOCUMENTS:

This document and subsequent addendums, if any, can be downloaded from PlanetBids, through the Nassau County Procurement webpage <https://www.nassaucountyfl.com/280/Procurement-Contracts-Management> under current bid opportunities.

1.5 PERIOD OF PERFORMANCE:

The term of the agreement, if awarded, shall be for a three-year term with options to renew for two additional one-year terms. The selected Firm or Individual will be required to attend all code enforcement special magistrate public hearings in person and said hearings are proposed for every second Tuesday of each month at 1:30 p.m., as case load requires.

1.6 PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Respondent under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, Respondent certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

1.7 CONFLICT OF INTEREST:

The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.8 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

SECTION 2: SCOPE OF SERVICES**2.1 SCOPE OF SERVICES:**

Firm shall provide all Services (and Items incidental thereto) set forth in compliance with Exhibit "A" Scope of Services.

SECTION 3: INSTRUCTIONS RESPONDENTS**3.1 RFP SCHEDULE OF EVENTS:**

Listed below are the dates and times by which stated actions will be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Event	Date	Time
RFP Available on PlanetBids	August 25, 2023	
Deadline for Questions	September 8, 2023	by 4:00 p.m.
County Responses to Questions Posted to PlanetBids	September 13, 2023	
RFP Responses Due Date/Time and RFP Opening Date/Time	September 28, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of October 9, 2023	TBD
Shortlist/Interviews (if any)	Week of October 23, 2023	
BOCC Award/Approval	TBD	TBD

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

3.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

Proposals must be submitted to the County's eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the date and time specified in Section 3.1.**

3.3. Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 3.1. By submitting a response, Firm represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the County's objectives, as described under Scope of Services and Firm is prepared to comply with all statutes and regulations applicable to the services to be performed.

- Nassau County reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposals.
- Nassau County reserves the right to amend, withdraw or cancel this RFP at any time without prior notice and it makes no representations that any contract will be awarded to any Firm responding to this RFP.
- Nassau County reserves the right at its sole discretion to modify this RFP should Nassau County deem that it is in the best interests to do so.
- Proposals received by Nassau County are public information and will be made available to any person upon request, after the entire proposal evaluation process has been completed. Submitted proposals are not to be copyrighted.

3.4 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

The following person has been designated the Point of Contact for this RFP:

Lanaee Gilmore, Procurement Director
Procurement Department
Nassau County
96135 Nassau Place, Suite 2
Yulee, FL 32097
Ph: 904-530-6043

Respondents to this RFP, or persons acting on their behalf shall not contact any employee or officer of the County concerning any aspect of this RFP, except in writing to the authorized County Point of Contact identified in this section, between the time RFP is released and the end of the 72-hour period (excluding Saturdays, Sundays, and County holidays) following the County's posting of notice of recommendation of award. Violation of this provision may be grounds for rejecting a response.

3.5 QUESTIONS/CLARIFICATIONS:

Any ambiguity, conflict, discrepancy, omissions, or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to **NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#)** by the question deadline identified in Section 3.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements, or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment form attached hereto as Form "A."

3.6 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any County officer or employee. Only those written communications that are issued from the County's Procurement Department shall be considered as duly authorized expressions on behalf of the County.

ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#).

3.7 PRE-PROPOSAL MEETING: Not Applicable to this RFP.

3.8 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

3.9 INSURANCE REQUIREMENTS: Respondents to this RFP shall submit proof of Commercial General Liability, Commercial Auto Liability, Professional Liability, and Worker's Compensation insurance coverage that meets or exceeds the insurance requirement listed in Exhibit "C."

Proof of Insurance must be in the form of a certificate of insurance or a copy of policy declarations page.

3.10 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

SECTION 4: PROPOSAL CONTENT

4.1 RESPONSE FORMAT: To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required scope of services. Respondent should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Experience and Expertise

Respondents should include:

- a brief description of your firm's organization, structure, and philosophy.
- Firm's years of experience.
- Knowledge of and compliance with applicable federal, state and local laws pertaining to this solicitation.

TAB 4 – Knowledge and Qualifications

Respondent shall submit documentation of the qualifications and capabilities of the individual attorney/firm and all key personnel who may perform services if awarded. The required documentation shall include, at a minimum:

- **Resume:** Respondent shall provide resumes for individual attorney/firm and all key personnel who may perform services to include, but not be limited to, a brief background statement, type of services offered, and number of years in active practice of law.
- **Legal Writing:** Respondent shall submit a relevant example their legal writing skill, such as an order, brief or opinion.
- **Licenses/Certifications:** Respondents shall provide all current licenses and certifications held by the Respondent and key personnel proposed by the Respondent to perform the required services.
- **Relevant Experience:** Respondents must demonstrate how they meet the minimum qualifications. Respondents may submit experience beyond the minimum requirement to further demonstrate the firm and/or the proposed team's experience related to the required services specified herein. For up to five (5) relevant projects, Respondents may include a one or two-page description that demonstrates their ability to provide Special Magistrate services, experience with similar counties, and/or municipal experience within the past three (3) years, including the name of the organization and the name and phone number of the person to contact for reference.

TAB 5 –Schedule of Availability

Respondent shall explain their availability to perform the required services and willingness to travel to Nassau County to conduct hearings at least once per month and more often as requested by the County, and any schedule limitations that would impact their availability.

TAB 6 – References

Provide a list of references for which similar services has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. References should include the following information:

- Client name, address **AND** phone, numbers, and e-mail addresses;
- Description of all services provided;
- Performance period; and
- Total contract value.

The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 7 – Cost

Provide hourly rate on the *Proposal Price Sheet* attached hereto as Exhibit "B". Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, legal research, copies, etc. **No additional reimbursement expenses allowed.**

TAB 8 – Forms/Administrative Information

All forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the firm. Respondent shall submit all information in the above order. Failure to do so may diminish your score.

SECTION 5: PROPOSAL EVALUATION AND SELECTION CRITERIA

- 5.1 PROPOSAL EVALUATION:** The County will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The County will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the County.

The County reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the County shall be final.**

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

- 5.2 EVALUATION/SELECTION COMMITTEE:** The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each Firm based upon the proposal submitted.
- 5.3** The Evaluation/Selection Committee shall evaluate the responses to the RFP and rank the Firm's based on the evaluation criteria contained herein. The Committee may select a short-list of up to five (5) top-ranked Firms.
- 5.4 EVALUATION CRITERIA:** A 100-point formula scoring system will be utilized based upon the following criteria:

Evaluation Factor	Maximum Points
Experience and Expertise, References	35
Knowledge and Qualifications	35
Schedule of Availability	15
Cost	15

- 5.5** The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.
- 5.6** If the County requests oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

SECTION 6. CONTRACT PROCEDURES

6.1 PRESENTATION TO THE BOARD:

The County's Attorney's Office shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to award a contract with the top-ranked firm.

SECTION 7. STANDARD CONTRACT TERMS FOR SERVICES

The contract that the County intends to use for award is attached as Attachment "I". The successful Firm will be required to enter into an agreement which will include the requirements of this RFP as well as the terms and conditions of the draft contract, Attachment "I". Any exceptions to the standard terms and conditions must be stated in the proposal. Any submission of a proposal without objection to the standard terms and conditions indicates understanding and intention to comply with the standard terms and conditions. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The County reserves the right to reject any proposal(s) containing exceptions or modifications to the standard terms and

conditions. The County may revise the stated standard terms and conditions prior to execution.

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CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and _____, located at _____, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for _____. Said services are more fully described in the _____, attached hereto and incorporated herein as Exhibit “A”; and

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

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the 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:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A VENDOR’S SCOPE OF PROFESSIONAL SERVICES

Exhibit B INSURANCE DOCUMENTS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A”.

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit “A”.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County’s Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County’s representative.

5.2 The County hereby designates the _____, or designee, to act on the County’s behalf under this Contract. The _____, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions,

receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on _____. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis 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.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed _____, in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the _____, 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 found at Section 218.70, Florida Statutes. 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. The County reserves the right to withhold payment to the Consultant for

failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 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.

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The 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. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental

authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, 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 shall 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 sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall 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, shall defend the County against such claims.

16.3 The Consultant shall 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 Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors 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 penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's

performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to work in harmony with other County 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 the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 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 section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the 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 created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the 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 whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the

Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the 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.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, 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 the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of

the work (under this Contract), the Consultant shall 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.

29.2 The Consultant shall 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 the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

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

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF**

CHAPTER 119, FLORIDA STATUTES, TO THE 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 the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of

the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's

custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant’s name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County

Attn:

96135 Nassau Place

Yulee, Florida 32097

Consultant: [Consultant Address]

Attn: [Consultant Contact Person]

[Consultant Address]

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed

upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this

Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

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DRAFT

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below

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

By: _____
Its: _____
Date: _____

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

COMPANY'S NAME

By: _____
Its: _____
Date: _____

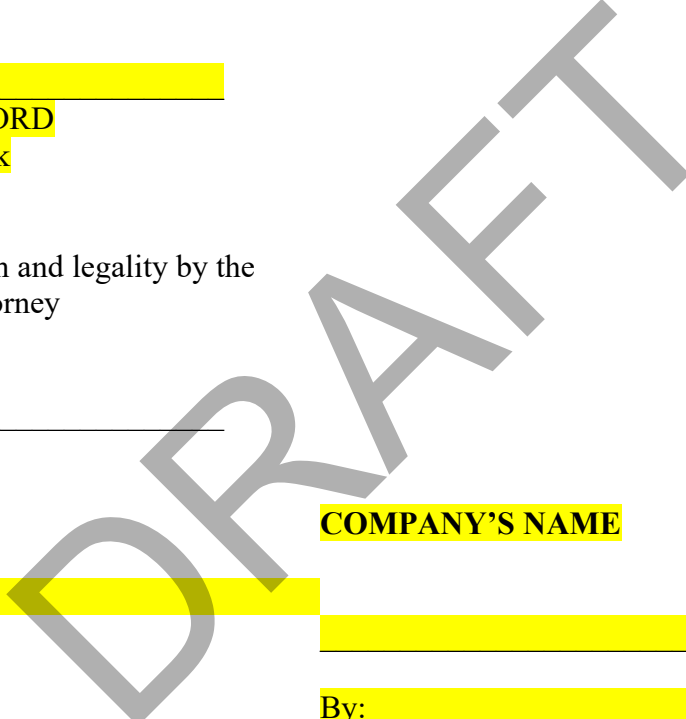


EXHIBIT "A"**SCOPE OF SERVICES****CODE ENFORCEMENT SPECIAL MAGISTRATE**

Nassau County seeks to enter into an agreement with an experienced and qualified individual attorney or law firm to serve as a Code Enforcement Special Magistrate to conduct hearings and issue orders regarding alleged violations of the County Code of Ordinances.

Minimum Qualifications: Respondents must be a firm with attorneys, or an individual attorney currently licensed by, and in good standing with, the Florida Bar and must have relevant legal experience in local government law, quasi-judicial proceedings, litigation, administrative hearings, and/or code enforcement. Respondents must not hold any office, employment or represent other clients that would create frequently recurring conflicts of interest if appointed as a special magistrate. Failure to demonstrate at least the minimum qualifications in the submitted Proposal shall be grounds for a Respondent to be deemed non-responsive, and to be removed from further consideration. Minimum qualification requirements must be maintained throughout the duration of an awarded contract. Failure of an awarded Contractor to maintain the required minimum qualifications shall be grounds for termination.

The Project Scope of Services awarded may consist of, but is not limited to, the following:

A. Fulfilling the duties set forth in Ordinance Number 2023-021 (a copy of which is attached to this RFP) as authorized by Chapter 162, Part I, Florida Statutes.

B. Preparing for the Special Magistrate public hearings by reviewing the published agenda, all backup documentation provided to the Special Magistrate related to each case that is on the agenda, and reviewing all applicable laws, codes, or regulations for each case.

C. Attending all code enforcement special magistrate public hearings in person and said hearings are proposed for every second Tuesday of each month at 1:30 p.m., as case load requires.

D. In carrying out the duties of Special Magistrate, ensuring all laws are adhered to and avoiding any actual or perceived conflicts of interest.

E. Timely preparing written orders for cases heard by the Special Magistrate at public hearings, ensuring that the orders clearly document findings of facts and conclusions of law, and rendering said executed orders to the designated County Clerk for distribution.

F. Maintaining adequate personnel and equipment to timely and professionally administer the duties of the Special Magistrate.

G. Providing the County with monthly invoices for services rendered.

H. Providing other hearing officer services as requested by the County, which may include hearing appeals of administrative or board decisions.

The County will provide the facilities for the public hearings. The County will work with the Special Magistrate to establish a fixed schedule of one (1) hearing per month and the County may request additional hearings as needed. The County will provide standard forms of orders to be filled in by

the Special Magistrate to ensure consistency and promote efficiency and timeliness of issuance. The Special Magistrate will serve in a quasi-judicial capacity and shall be subject to the same duties, rights, and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. The jurisdiction of the Special Magistrate is not exclusive. Special Magistrate proceedings provide an additional or supplemental means of obtaining compliance with County codes, ordinances, or regulations. Nothing shall prohibit the County from enforcing such codes, ordinances, or regulations by any other lawful means.

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EXHIBIT "B"
PROPOSAL PRICE SHEET

Respondent shall serve as Code Enforcement Special Magistrate in accordance with Exhibit A, Scope of Services at the rate(s) below.

BILLABLE RATE		
Special Magistrate	\$	Hourly

Hourly rate is fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, legal research, copies, etc. **No additional reimbursement expenses shall be billed.**

Company: _____

Address: _____

City, State, Zip code: _____

Phone Number: _____ Email: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate –	\$1,000,000
------------------------------------	-------------

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

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

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

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

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

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

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

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

Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

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

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

FORM A
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	
Addendum # _____ through # _____	
Signature of Person Completing:	Date:
Printed Name:	Title:

FORM B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

FORM C

RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1. Company Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Email: _____
 Website Address _____

2. COMPANY STRUCTURE:

Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by State of Florida to perform the specified services?
 Yes No

5. EXPERIENCE:

Years in business: _____

Years in business under this name: _____

Years performing this type of work: _____

Has your company: Failed to complete or defaulted on a contract: ____ Yes ____ No

Been involved in bankruptcy or reorganization: ____ Yes ____ No

Pending judgment claims or suits against firm: ____ Yes ____ No

6. PERSONNEL

How many employees does your company employ: _____

List all positions or position categories within your firm (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time

7. REFERENCES:

List at least three references for which you have provided services related to this RFP Scope of Services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: _____

Attn: _____

Mailing Address: _____

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): _____

Title: _____

Email Address: _____

Phone Number: _____

The Remainder of this Page Intentionally Left Blank

FORM D DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____ (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__ by _____ who is _____ personally known to me or _____ produced _____ as identification.

Notary Public

My commission expires: _____

FORM E
E-VERIFY AFFIDAVIT

NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES

Project Name: _____
Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**FORM E - 1
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that _____ (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 _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

**FORM E - 2
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that _____ (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 _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Proposers

FROM: Lanaee Gilmore, Chief Procurement Officer/Procurement Director

SUBJECT: **Addendum No. 1**
Code Enforcement Special Magistrate
Solicitation Number: NC23-053-RFP

DATE: September 12, 2023

This addendum is hereby incorporated into the solicitation documents of the solicitation referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

The question and answer period is hereby extended to: **September 18, 2023 at 4:00 p.m. eastern standard time.**

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS PROPOSAL SUBMISSION.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Proposers

FROM: Lanaee Gilmore, Chief Procurement Officer/Procurement Director

SUBJECT: **Addendum No. 2**
Code Enforcement Special Magistrate
Solicitation Number: NC23-053-RFP

DATE: September 21, 2023

This addendum is hereby incorporated into the solicitation documents of the solicitation referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

The solicitation due date and opening time is extended to: **October 12, 2023 at 10:00 a.m. eastern standard time.**

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS PROPOSAL SUBMISSION.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Proposers

FROM: Lanaee Gilmore, Chief Procurement Officer/Procurement Director

SUBJECT: **Addendum No. 3**
Code Enforcement Special Magistrate
Solicitation Number: NC23-053-RFP

DATE: October 9, 2023

This addendum is hereby incorporated into the solicitation documents of the solicitation referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

The insurance requirements have been revised as follows:

Proposers shall provide with their submittal proof of current malpractice insurance. No other insurance requirements are needed to fulfill the scope of services of this request for proposal.

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS PROPOSAL SUBMISSION.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Proposers

FROM: Lanaee Gilmore, Chief Procurement Officer/Procurement Director

SUBJECT: **Addendum No. 4**
Code Enforcement Special Magistrate
Solicitation Number: NC23-053-RFP

DATE: October 11, 2023

This addendum is hereby incorporated into the solicitation documents of the solicitation referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

The solicitation due date and opening time is extended to: **November 16, 2023 at 10:00 a.m. eastern standard time.**

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS PROPOSAL SUBMISSION.



POOLE & POOLE, P.A.
LAW OFFICE
Serving Northeast Florida since 1994

HARRISON W. POOLE, ESQ.
WESLEY R. POOLE, ESQ. (OF COUNSEL)
H. PRICE POOLE, JR. ESQ. (RET. 2019)

THE ALLAN BUILDING
303 CENTRE STREET, SUITE 200
FERNANDINA BEACH, FL 32034
P. 904.261.0742 F. 904.261.0745
WWW.POOLEANDPOOLELAW.COM

November 15, 2023

Lanaee Gilmore, Procurement Director
Procurement Department - Nassau County
96135 Nassau Place, Suite 2
Yulee, FL 32097

Re: RFP No. NC23-053

Dear Ms. Gilmore:

Enclosed with this cover letter, please find the proposal for Poole & Poole, P.A. to provide services to Nassau County as the Code Enforcement Special Magistrate. Please contact me at (904)261-0742 or at HarrisonPoole@pooleandpoolelaw.com should you require any additional information. I look forward to the opportunity to serve our great community.

Yours Sincerely,

A handwritten signature in blue ink, appearing to read 'Harrison W. Poole'.

Harrison W. Poole, Esq.
President

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Poole & Poole, P.A.

RFP No. NC23-053

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TAB 3 Experience and Expertise

Poole & Poole, P.A. has been proudly serving the residents of Nassau County, Florida since 1994, and its attorneys have nearly 65 years of combined legal experience. The firm was founded by brothers and Nassau County natives, Wesley R. Poole and H. Price Poole, Jr. The firm's current President and owner, Harrison W. Poole, joined the firm in 2009 after serving nearly two years as a state prosecutor in Tallahassee and Quincy, Florida. Wesley Poole left the firm in 2013 upon his appointment by Governor Rick Scott to serve as the County Judge for Nassau County. Price Poole retired in 2019. Wesley Poole rejoined the firm in 2021 after his retirement from the bench and currently serves Of Counsel.

In addition to serving clients in other areas, Harrison Poole has provided coverage counsel, litigation support, and special magistrate services to the City of Fernandina Beach, Florida, since 2019. He has also represented numerous clients before the City's Board of Adjustment, Planning Advisory Board, Code Enforcement, and City Commission. Additionally, he has represented clients before the Nassau County Planning and Zoning Board and County Commission. He is native of Nassau County and is a graduate of FBHS. Along with his wife Debra, he is raising three sons that are fifth generation residents of Nassau County.

Wesley R. Poole served as City Attorney for the City of Fernandina Beach, Florida from 1981-1991 and 1997-2001 and is rated AV by Martindale-Hubbell.

TAB 4 Knowledge and Qualifications

- Resume
- Legal Writing Samples
- Licenses/Certifications
- Relevant Experience

HARRISON W. POOLE, ESQUIRE

303 Centre Street, Suite 200 • Fernandina Beach, FL 32034 • 904-261-0742 • HarrisonPoole@PooleandPooleLaw.com

EMPLOYMENT

ATTORNEY/SHAREHOLDER 2009 - PRESENT
Poole & Poole, P.A. *Fernandina Beach, FL*

Assisting clients in Northeast Florida at a small, boutique firm in the areas of civil litigation, real estate transactions and disputes, probate/estate planning, land use planning, administrative hearings, arbitration, appeals, foreclosures, landlord/tenant disputes, quiet title suits, business associations, contract drafting and disputes, and homeowner/condo associations. Issuing title agent for First American Title Insurance Company.

ASSISTANT STATE ATTORNEY 2007 - 2009
State Attorney's Office, 2nd Judicial Circuit *Tallahassee, FL/Quincy, FL*

Initially assigned to the criminal traffic division in Tallahassee, FL and prosecuted thousands of misdemeanor cases, including hundreds of DUIs; Later assigned to felony division in Quincy, FL and prosecuted hundreds of felony cases ranging from Drug Sales and Aggravated Assault up to Armed Robbery and Second Degree murder. Was supervising attorney for several certified legal interns and was responsible for taking over 20 jury trials to verdict.

EDUCATION

JURIS DOCTORATE 2005-2007
Florida State University College of Law *Tallahassee, FL*

Certified Legal Intern with State Attorney's Office, 2nd Judicial Circuit; Assistant Justice on Florida State University Student Supreme Court; Attended Summer Semester at Oxford University, England; Member of the FSU Student Bar Association, Law Student Golf Association, and Federalist Society.

BACHELOR OF SCIENCE - BUSINESS MANAGEMENT 2001-2004
Florida State University *Tallahassee, FL*

Recipient of Florida State University, Florida Bright Futures, and Nassau County Teen Court Scholarships; Member - National Society of Collegiate Scholars. Multiple time member of Dean's List.

MEMBERSHIPS AND ACTIVITIES

- Member - Florida Bar (Admitted April 2008)
- Member - Nassau County Bar Association
- Member - Robert M. Foster Inns of Court
- Member - Board of Directors - Nassau County Volunteer Center (2010-2018)
- Member - Board of Directors - Trinity Love Hoblit Foundation (2018-Present)
- Member - Board of Directors - Jacksonville Area Legal Aid (2018-Present)
- Member - Board of Directors - Karate for All, Inc. (2023-present)
- Advisory Council - Katie Caples Foundation (2016-present)
- Nassau County Teen Court Judge (2018-present)
- Fourth generation resident of Fernandina Beach, Florida
- Lifelong Member - St. Michael Catholic Church, Fernandina Beach, Florida
- Youth Soccer Coach through Amelia Island Youth Soccer (2019-2020)

JASMIN PLACE, LLC,
Appellant

CITY OF FERNANDINA BEACH
SPECIAL MAGISTRATE HEARING
JUNE 16, 2020

v.

CODE ENFORCEMENT
DEPARTMENT, CITY
OF FERNANDINA BEACH,
FLORIDA,
Appellee

CASE NO. 2019-0258

FINAL ADMINISTRATIVE ORDER

This matter having come before the undersigned upon a timely Notice of Appeal filed by Appellant, at a duly-noticed hearing, and upon considering the testimony and evidence received, and hearing the arguments of the parties, and otherwise being fully advised in the premises, the undersigned Special Magistrate finds as follows:

FINDINGS OF FACT

1. The Appellant is a Florida Limited Liability Company that owns the real property located at 17 Jasmine Place, Fernandina Beach, Florida 32034 ("Subject Property). Mr. John Smith is the Manager of the company.
2. The Subject Property is located within the jurisdictional limits of the City of Fernandina Beach, Florida, and was, at all times relevant to the instant proceeding, zoned in a Mixed Use (MU-1) district.
3. The Appellant, at all times relevant to the instant proceeding, did not have a Resort Rental Dwelling Permit for the Subject Property.
4. The Appellant was advised by the Code Enforcement Director, Michelle Forstrom, on October 2, 2019, that short-term rentals were not permitted in the Subject Property. This followed at least two complaints received by the Code Enforcement Department regarding short-term rentals being conducting at the Subject Property.
5. On May 7, 2020, Code Enforcement received a call that Mrs. Smith was at the Subject Property cleaning. The caller suspected that Mrs. Smith was preparing the Subject Property for a short term rental. Director Forstrom visited the Subject Property and spoke with Mrs. Smith,

who denied that the Subject Property would be rented that weekend. Director Forstrom reiterated to Mrs. Smith that short term rentals were not permitted in the Subject Property.

6. On May 8 and 9, 2020, members of the Fernandina Beach Police Department responded to complaints from neighbors that the Subject Property was being used as a short term rental. On May 9, 2020, Officer Lee of the Fernandina Beach Police Department made contact with one of the occupants, Joel Trice. Mr. Trice informed Officer Lee that he and his wife had rented the Subject Property for that weekend (Friday through Sunday) and that they had paid a rental fee to the owner.

7. On May 12, 2020, Director Forstrom contacted Mr. Trice via telephone and confirmed that Mr. and Mrs. Trice had rented the Subject Property the preceding weekend and that they had paid a rental fee to the owner.

8. On May 14, 2020, the Appellant was issued a Notice of Violation/Citation assessing a fine of \$1,000.00 for violations of Section 26-101, Code of Ordinances, City of Fernandina beach, Florida, and Section 2.03.02, Land Development Code, City of Fernandina Beach, Florida.

9. The Appellant timely submitted a Notice of Appeal on May 26, 2020 and paid the applicable \$75.00 appeal fee.

10. During the hearing, Mr. Smith confirmed that Appellant had rented the Subject Property the weekend of May 7, 2020, but denied that the Appellant charged or received a rental fee from the occupants. Mr. Smith testified that since learning that short term rentals were not permitted in the Subject Property, his practice had been to allow the employees of his various companies to use the Subject Property as a vacation property at no charge.

11. Although the testimony was conflicting on whether the occupants of the Subject Property (the Trices) during the weekend beginning on May 7, 2020 paid a rental fee to the Appellant, the undersigned finds that Code Enforcement has proven, by the greater weight of the evidence, that the Subject Property was rented by the Appellant, and a rental fee was charged and received thereby, for the nights of May 7 and 8, 2020. In arriving at this conclusion, the undersigned has considered the following: a) the fact that the subject property had been utilized on numerous occasions in the past as a short term rental and advertised as being available for rent even after the Appellant was informed short term rentals were not authorized; b) the testimony of

Officer Lee and Director Forstrom who both testified that the occupant, Joel Trice, informed them that he and his wife had paid a fee to rent the Subject Property for the weekend; c) that Mrs. Smith cleaned and prepared the Subject Property immediately prior to the arrival of the Trices and affirmatively represented to Director Forstrom that the Subject Property would not be rented at all that weekend; and d) the testimony of Mr. Smith confirming that the unit had been rented that weekend but that a fee was not charged. Notably, there was no explanation offered why the Appellant had not charged a rental fee to the Trices and Mr. Smith confirmed that the Trices were not employees of any of his companies.

12. There was ample testimony that character of the neighborhood had improved dramatically since the Appellant acquired its units at Jasmine Place and that the occupants of their units have been respectful and good neighbors. There was also ample evidence that the Appellant has taken steps in furtherance of having the zoning designation of the Subject Property changed into a designation allowing Resort Rentals, but these efforts have been stymied by a moratorium on zoning change applications and other external forces. Unfortunately, these facts have no bearing on whether a violation occurred on the weekend of May 7, 2020.

CONCLUSIONS OF LAW

13. Section 26-101, Code of Ordinances, City of Fernandina beach, Florida, provides that,

It shall be unlawful for the owner of any dwelling unit in the city to permit the occupancy of any dwelling unit for resort rental dwelling purposes, unless such occupancy has been authorized by the issuance of a resort rental dwelling permit (RRDP) as provided herein. "resort rental dwelling" or "resort rental residential" shall be as defined in sections 1.07.00 and 4.02.05 of the city's land development code and which are limited to occupancy periods per rental of less than 30 days.

And that a first violation, "of the RRDP requirements (not having a valid permit) of this section within any 12-month period shall be punishable by a citation and fine of \$1,000.00."

14. "Resort rental residential" is defined as

[S]tructures containing accommodations made available to persons for temporary occupancy. Each unit of housing is a dwelling unit, whether denominated by an apartment, condominium unit, cooperative unit, time-share unit, single-family unit, or otherwise. Motels, hotels, and bed and breakfasts are excluded from this

definition.

Section 1.07.00, Land Development Code, City of Fernandina Beach, Florida

15. Section 2.03.02, Land Development Code, City of Fernandina Beach, Florida, provides that Resort Rentals are only permitted in properties with an R-3 zoning designation.¹

16. The greater weight of the evidence shows that the Subject Property was utilized as a Resort rental residential in violation of the Land Development Code and without the requisite RRDP.

Based on the foregoing, it is hereby **ORDERED AND ADJUDGED**:

- a. The appeal of the Notice of Violation/Citation is **DENIED**; and,
- b. The Appellant is hereby assessed a fine of \$1,000.00, together with all administrative costs and attorney's fees associated with Code Enforcement Case No. 2019-0258, said fine and costs being payable no later than thirty (30) days after the rendition of this order..

DONE AND ORDERED in Fernandina Beach, Nassau County, Florida, this 17th day of June, 2020.



Harrison W. Poole
Special Magistrate

NOTICE OF RIGHT TO APPEAL

Pursuant to Section 2-402, Code of Ordinances, City of Fernandina Beach, Florida, any aggrieved party, including the city, may appeal a final administrative order of the special magistrate to the circuit court. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record before the special magistrate. An appeal shall be filed within 30 days from the date of the rendition of the special magistrate's order to be appealed.

¹The Land Development Code provides for an exception to this requirement for properties with R-1 and R-2 zoning designations that had an active resort rental permit prior to October 3, 2000 to continue as a legal non-conforming status as long as the resort rental permit has not been expired for greater than 180 days. Because the Subject Property has a MU-1 zoning designation, that exception is inapplicable in the instant proceeding.

HORACE HEAD,
Appellant

CITY OF FERNANDINA BEACH
SPECIAL MAGISTRATE HEARING
MAY 25, 2022

v.

POLICE DEPARTMENT,
CITY OF FERNANDINA
BEACH, FLORIDA,
Appellee

CASE NO. 2022-0003975

FINAL ORDER

This matter having come before the undersigned upon a timely Notice of Appeal filed by Appellant, at a duly-noticed hearing, and upon considering the testimony and evidence received, and hearing the arguments of the parties, and otherwise being fully advised in the premises, the undersigned Special Magistrate finds as follows:

APPLICABLE PROVISIONS OF MUNICIPAL CODE

1. Section 2-400, Code of Ordinances, City of Fernandina beach, Florida, governs the Conduct of special magistrate hearings and places the burden of proof on the City to show by the greater weight of evidence, that the alleged violator “committed, allowed, or was responsible for the violation.”

2. Section 78-84(a)(2)(b), Code of Ordinances, City of Fernandina beach, Florida, provides that no person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers, within 15 feet of a fire hydrant.

FINDINGS

3. On March 19, 2022, around 12:19 p.m., Officer Chris Kopinski of the Fernandina Beach Police Department issued a citation for a violation of Section 78-84(a)(2)(b), to a vehicle with Tag No. “DUSM”.

4. A photograph depicting the subject vehicle and its proximity to the fire hydrant was taken by Officer Kopinski and admitted into evidence.

5. At the hearing, the appellant confirmed that the vehicle depicted in the picture was his vehicle.

6. Officer Kopinski testified that he did not measure the distance between the vehicle but that he could easily tell that it was well within 15 feet of the hydrant. In the instant matter, a picture is worth a thousand words, as the photograph admitted into evidence indisputably shows the subject vehicle parked closer than 15 feet to the fire hydrant.

7. Appellant submitted into evidence his own photograph depicting another vehicle parked near the same fire hydrant. The Appellant testified that he “walked off” the distance between that vehicle and the fire hydrant and that it was approximately nine feet away.¹ The Appellant noted that he did not observe a citation on that vehicle.

8. In his Notice of Appeal, and again during the hearing, the Appellant argued numerous “deficiencies” in the ticket. These deficiencies are summarized as follows:

a. There was no signage near or around the fire hydrant to inform drivers that parking was prohibited near the fire hydrant and that the prohibition is not listed on the City’s website or parking guide. Similarly, the Appellant argues that he was unaware of the 15 foot rule and testified that in other metropolitan areas, such as New York or Washington D.C., the rule is 5 feet. As William Blackstone wrote, the legal maxim of Ignorantia juris, quod quisque tenetur scire, neminem excusa (“Ignorance of the law is no excuse”) traces its roots to Roman Law. That doctrine has been recognized by courts in Florida since at least 1890. See *Roberts v. State*, 26 Fla. 360 (Fla. 1890)(“Ignorance of law is no excuse for the commission of an offence against the law.”).

b. The Appellant also submits that the citation is deficient inasmuch as: it does not contain the correct address of the violation; it does not specify the vehicle’s color; it does not state the orientation of the vehicle in relation to the fire hydrant; and that Officer Kopinski did not utilize any scientific method to measure the physical distance of the vehicle from the fire hydrant. None of the issues raised by the Appellant make the citation deficient on its face, as the Citation is sufficient to reasonably advise the Appellant of the date, time, place, and nature of the violation. The fact that Officer Kopinski did not scientifically measure the physical distance goes to the weight of evidence, but does not render the citation defective. Further, the failure of Officer Kopinski to include the color of the vehicle is little to no significance, as the Appellant

¹The vehicle in Appellant’s picture is noticeably further away from the fire hydrant than the Appellant’s own vehicle.

admitted the vehicle depicted in Officer Kopinski's photograph was owned by the Appellant.

c. The Appellant testified that he believed his vehicle was "singled out" or otherwise there was an inconsistency in enforcing the subject provision of the Code pointing to the fact that the other vehicle parked in the area did not receive a citation. In essence, the Appellant has raised selective enforcement as an affirmative defense. However, in order to prevail on a defense of selective enforcement, one must establish "more than a mere failure to prosecute all offenders; the selective enforcement must be deliberately based on an unjustifiable standard such as race, religion, or other arbitrary classification." *Polk County v. Mitchell*, 931 So. 2d 922, 926 (Fla. 2nd DCA 2006).

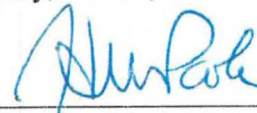
9. The greater weight of the evidence shows that the a violation of Section 78-84(a)(2)(b), Code of Ordinances, City of Fernandina beach, Florida, was committed by the Appellant.

Based on the foregoing, it is hereby **ORDERED AND ADJUDGED**:

a. The appeal of the Parking Violation/Citation is **DENIED**; and,

b. The Appellant is hereby assessed a fine of \$50.00, together with all administrative costs and attorney's fees associated with Case No. 2022-0003975, said fine and costs being payable no later than thirty (30) days after the rendition of this order.

DONE AND ORDERED in Fernandina Beach, Nassau County, Florida, this 25th day of May, 2022.



Harrison W. Poole
Special Magistrate

NOTICE OF RIGHT TO APPEAL

Pursuant to Section 2-402, Code of Ordinances, City of Fernandina Beach, Florida, any aggrieved party, including the city, may appeal a final administrative order of the special magistrate to the circuit court. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record before the special magistrate. An appeal shall be filed within 30 days from the date of the rendition of the special magistrate's order to be appealed.

IN AND BEFORE A SPECIAL
MAGISTRATE, CITY OF FERNANDINA
BEACH, FLORIDA

BOA CASE NO.: 2021-09

JAMES KIRCHMEYER and CAROLINE
KIRCHMEYER, husband and wife,
Petitioner,

v.

CITY OF FERNANDINA BEACH, a
Political subdivision of the State of Florida,
Respondent.

**NOTICE OF SPECIAL MAGISTRATE HEARING AND
SCHEDULE SETTING DEADLINES FOR SUBMITTALS**

THIS MATTER, having come before the undersigned Special Magistrate on a Petition for Relief filed by the Petitioner on April 8, 2022, pursuant to section 70.51, Florida Statutes. In accordance with said statute, the undersigned gives notice as of the place, date, and time of the hearing to all parties and any other persons who have requested such notice, as follows:

Location: City Commission Chambers, City Hall
204 Ash Street
Fernandina Beach, Florida 32034

Date and Time: May 25, 2022 at 10:00 a.m.

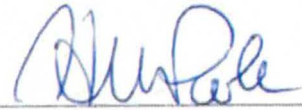
Further, in accordance with section 70.51, Florida Statutes, the undersigned gives notice of the following schedule setting deadlines for submittals by the parties:

- 1) The Respondent shall file its response to the Petition for Relief with the Special Magistrate, with a copy to the Petitioner, on or before May 5, 2022. The response shall set forth in reasonable detail the position of the Respondent regarding the matters alleged by the owner and also include a brief statement explaining the public purpose of the regulations on which the development order is based.
- 2) Any party desiring that the Special Magistrate issue a subpoena to a nonparty witness pursuant to section 70.51(15)(b), Florida Statutes, shall submit a proposed subpoena to

the Special Magistrate no later than May 20, 2022. The party requesting the nonparty subpoena shall be responsible for obtaining legal service of the subpoena on any such nonparty witness.

- 3) Any response to a submittal from an opposing party, supplemental response, memorandum, or any other documentary information a party desires the Special Magistrate to consider during the hearing should be filed with the Special Magistrate, with a copy to the opposing party, no later than May 23, 2022.

DONE AND ORDERED in Fernandina Beach, Nassau County, Florida, this 20th day of April, 2022.



Harrison W. Poole
Special Magistrate

Copies To:

Jon C. Lasserre, Esq.

Tammi E. Bach, Esq.



AGENDA
CITY OF FERNANDINA BEACH
SPECIAL MAGISTRATE HEARING
MAY 25, 2022
9:00 AM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. CASES TO BE HEARD

- 2.1 **HEAD, HORACE H - FBPD CASE NUMBER 2022-0003975.** Mr. Head is appealing parking citation A00152PT. *Requesting Special Magistrate determination of the case.*
- 2.2 **KIRCHMEYER, JAMES AND CAROLINE - BOA CASE NUMBER 2021-09.** Petition for Relief pursuant to Section 70.51 of the Florida Statutes. *Requesting Special Magistrate facilitation of a resolution between the City and Property Owners or a determination as to the City's actions on a development order.*

3. ADJOURNMENT

Quasi-Judicial – Denotes that the item must be conducted as a Quasi -Judicial hearing in accordance with City Commission established procedure and Florida Statutes.

If any person decides to appeal any decision made by the Special Magistrate with respect to any matter considered at such meeting he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made.

Persons with disabilities requiring accommodations in order to participate in this program or activity should contact (904) 310-3115, TDD/TTY 711, at least 24 hours in advance to request such accommodations.

For information regarding this matter, please contact the Legal Department (904) 310-3275.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2022-130
Agreement Approval-Variance

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2022-130.

SYNOPSIS: James and Caroline Kirchmeyer own property at 120 N. 6th Street. On February 16, 2022, the Kirchmeyers appeared before the Board of Adjustment to request a variance on the height and footprint of an accessory structure. The variance was denied, and the Kirchmeyers subsequently appealed to the Special Magistrate for the City as required by Section 70.51, Florida Statutes.

At the hearing held on May 25, 2022, City staff and the property owners reached a tentative agreement to allow the property owner to demolish the current accessory structure and replace it with one that has a larger footprint, but to limit the height to the current structure's elevation, dependent on approval by the City Commission.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2022-130.

Kelly Gibson, Planning Director	7/5/2022
Monica Benischeck, Administrative Services Manager	7/5/2022
Dale Martin, City Manager	7/8/2022
Tammi E. Bach, City Attorney	7/8/2022

Date: June 27, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2022-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AGREEMENT OF SETTLEMENT WITH JAMES KIRCHMEYER AND CAROLINE KIRCHMEYER FOR A VARIANCE APPEAL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, James and Caroline Kirchmeyer own property at 120 N. 6th Street; and

WHEREAS, on February 16, 2022, the Kirchmeyers appeared before the Board of Adjustment to request a variance on the height and footprint of an accessory structure; and

WHEREAS, the variance was denied, and subsequently appealed to the Special Magistrate for the City as required by Section 70.51, Florida Statutes; and

WHEREAS, at the hearing held on May 25, 2022, City staff and the property owners reached a tentative agreement to allow the property owner to demolish the current building and replace it with one that has a larger footprint, but to limit the height to the current structure's elevation, dependent on approval by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Settlement Agreement, attached hereto as Exhibit "A", and authorizes the City Manager and City Clerk to execute all documents pertaining to such settlement upon review and approval by the City Attorney.

SECTION 2. This Resolution shall be effective immediately upon passage.

ADOPTED this 19th day of July, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Parties agree that existing accessory structure may be completely demolished and a new structure constructed with the following conditions:

substantially

- 1) The footprint of the new structure shall be the same as shown on the attached site plan, but not larger than 1,094 sq ft
- 2) The roofs of the new structure shall not exceed the heights of the existing roofs.
- 3) Owner will provide as built heights of existing structure.

 5.25.22

James Kirchmeyer
Owner

 05/25/22

Dale Martin
City Manager

 5/25/22

Harrison Pade
Special Magistrate

Filing # 165853305 E-Filed 01/31/2023 04:29:28 PM

IN THE CIRCUIT COURT,
FOURTH JUDICIAL CIRCUIT, IN
AND FOR NASSAU COUNTY,
FLORIDA

CASE NO.: 2015DR791
DIVISION: C

IN RE: THE MARRIAGE OF,
WAYNE TANNER, Former Husband,

and,

TERESSA TANNER, n/k/a MALCOM,
Former Wife,.

SPECIAL MASTER'S REPORT TO COURT

COMES NOW, Harrison W. Poole, Esquire, Special Master, and provides this report to the Court:

1. On June 5, 2019, this Honorable Court entered its Order Relieving Special Master and Appointing Substitute Special Master, which appointed the undersigned as Special Master, with the same authority granted to the original Special Master by order dated August 24, 2016.

2. By order of the Court, the Special Master was granted authority to make decisions regarding the parties' real property, including selecting a realtor and setting a sale price. The Court also directed that any proceeds from any sale of the parties' real property shall be held in Special Master's Trust Account, to be disbursed only upon order of the Court.

3. Just last week, the last piece of real property owned by the parties during the marriage was sold, generating net proceeds of \$183,640.68, which the undersigned received via wire transfer on January 26, 2023.

4. The undersigned is currently holding \$248,640.68 in his firm's Trust Account in this

matter.

5. The undersigned has rendered an additional 12.7 hours in services as Special Master subsequent to the Court's October 11, 2019 Order, which was the last order granting the Special Master compensation for services rendered herein. The undersigned's customary hourly rate of \$300/hr has been in place since prior to the undersigned's appointment as Special Master. Thus, the Special Master is owed \$3,810.00 in compensation for services rendered herein.

WHEREFORE, the undersigned Special Master respectfully requests that this Honorable Court enter an order authorizing the Special Master to receive compensation from the funds held in trust and further directing the Special Master on how to distribute the parties' remaining funds.

Respectfully Submitted,

POOLE & POOLE, P.A.

/s/ Harrison W. Poole

Harrison W. Poole

Fla. Bar No. 50239

Special Master

303 Centre Street, Suite 200

Fernandina Beach, FL 32034

Primary Email: harrisonpoole@poolcandpoolclaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished to ALL COUNSEL OF RECORD, via the e-service function of the Florida E-filing Portal, this 31st day of January, 2023.

/s/ Harrison W. Poole

Filing # 166113620 E-Filed 02/03/2023 02:44:35 PM

IN THE CIRCUIT COURT,
FOURTH JUDICIAL CIRCUIT, IN
AND FOR NASSAU COUNTY,
FLORIDA

CASE NO.: 2022DR227
DIVISION: C

IN RE: THE MARRIAGE OF,
PENNY MARIE MOORE,
Petitioner,
and,

DAVID PHILLIP MOORE,
Respondent.

SPECIAL MASTER'S REPORT TO COURT

COMES NOW, Harrison W. Poole, Esquire, Special Master, and provides this report to the Court:

1. On January 20, this Honorable Court entered its Consent Order Granted Expedited Motion to Appoint Special Master to Oversee the Sale of Real Property, which appointed the undersigned as Special Master, with the authority to sign any and all documents necessary to effectuate the sale of the former marital residence located at 96205 High Pointe Drive, Fernandina Beach, FL 32034, and to hold all of the net proceeds produced thereby in the Special Master's Trust Account.

2. On January 25, 2023, the closing on the subject property was held, generating net proceeds of \$256,372.52, which was received by the Special Master and placed in the Trust Account for Poole & Poole, P.A.

3. The undersigned has rendered 2.0 hours in services as Special Master herein. The undersigned's customary hourly rate for legal services is \$300/hr. Thus, the Special Master

respectfully submits that he owed \$600.00 in compensation for services rendered herein.

WHEREFORE, the undersigned Special Master respectfully requests that this Honorable Court enter an order authorizing the Special Master to receive compensation from the funds held in trust and further directing the Special Master on how and in what proportions the Special Master is to distribute the remaining funds to the parties.

Respectfully Submitted,

POOLE & POOLE, P.A.

/s/ Harrison W. Poole

Harrison W. Poole

Fla. Bar No. 50239

Special Master

303 Centre Street, Suite 200

Fernandina Beach, FL 32034

Primary Email: harrisonpoole@pooleandpoolelaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished to ALL COUNSEL OF RECORD, via the e-service function of the Florida E-filing Portal, this 3rd day of February, 2023.

/s/ Harrison W. Poole



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)

County of Leon)

In Re: 0050239
Harrison Wesley Poole
Poole & Poole, P.A.
303 Centre St Ste 200
Fernandina Beach, FL 32034-4279

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **April 15, 2008**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 15th day of **November, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-257735



Relevant Experience

Date	Matter	Description	Reference Contact Information
2019-Present	Nassau County Case 2015DR791	Court-appointed Special Master to assist with parties' real estate holdings during divorce proceedings	Hon. James Daniel Circuit Court Judge (904)548-4910
2023	Nassau County Case 2022DR227	Court-appointed Special Master to assist with parties' real estate holdings during divorce proceedings	Hon. Lester Bass Circuit Court Judge (904)548-4933
June 16, 2020	Fernandina Beach Special Magistrate Case 2019-0258	Special Magistrate presiding over appeal of code enforcement citation and fine	Tammi Bach City Attorney (904)310-3276 tbach@fbfl.org
May 25, 2022	Fernandina Beach Special Magistrate Case 2022-3975	Special Magistrate presiding over appeal of parking citation	Tammi Bach City Attorney (904)310-3276 tbach@fbfl.org
May 25, 2022	Fernandina Beach Special Magistrate BOA Case 2021-09	Special Magistrate presiding over proceedings brought pursuant to Section 70.51, Florida Statutes - resulted in mediated settlement agreement	Tammi Bach City Attorney (904)310-3276 tbach@fbfl.org

Filing # 90631000 E-Filed 06/05/2019 03:19:40 PM

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
NASSAU COUNTY, FLORIDA

CASE NO.: 2015-DR-791
DIVISION: B

IN RE: **The Marriage of:**

 WAYNE TANNER,
 Husband,

and

 TERESSA TANNER,
 Wife.

**ORDER RELIEVING SPECIAL MASTER
AND APPOINTING SUBSTITUTE SPECIAL MASTER**

THIS MATTER came before the Court on the Motion to Relieve Special Master and Appoint Substitute Special Master filed by Special Master, **H. PRICE POOLE, JR.**, and the Court, having been advised that both parties consent to the granting of the motion, and, being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED as follows:

1. **H. Price Poole, Jr., Esquire**, having been appointed Special Master by Order of this Court dated August 24, 2016, is hereby relieved as Special Master in this cause.
2. **Harrison W. Poole, Esquire, Poole & Poole, P.A., 303 Centre Street, Suite 200, Fernandina Beach, FL 32034**, is hereby appointed successor Special Master in this cause, with the same authority granted to the Special Master in this Court's Order of August 24, 2016.

DONE AND ORDERED in chambers at the Robert M. Foster Justice Center, 76347 Veterans Way, Suite 3061, Yulee, FL 32097, this 3rd day of June, 2019.



James H. Daniel, Circuit Judge

Copies to:

H. Price Poole, Jr.

**Valerie C. Faltemier
Attorney for Former Wife**

**Matthew L. Rhodes
Attorney for Former Husband**

**Harrison W. Poole
Poole & Poole, P.A.
303 Centre Street, Suite 200
Fernandina Beach, FL 32034**

**UNOFFICIAL
DOCUMENT**

Filing # 165120561 E-Filed 01/20/2023 11:28:05 AM

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
NASSAU COUNTY, FLORIDA.

IN RE: THE MARRIAGE OF:
PENNY MARIE MOORE,
Petitioner,

CASE NO.: 2022-DR-227
DIVISION: C

and

DAVID PHILLIP MOORE,
Respondent.

**CONSENT ORDER GRANTING EXPEDITED MOTION TO APPOINT SPECIAL
MASTER TO OVERSEE THE SALE OF REAL PROPERTY**

THIS CAUSE came before the Court upon the Petitioner's *Expedited Motion to Appoint Special Master to Oversee the Sale of Real Property*, and the Court having reviewed the motion and determining that equitable distribution of the marital assets would best be served by the sale of the former marital residence, it is,

THEREFORE, ORDERED AND ADJUDGED:

1. The Petitioner's *Expedited Motion to Appoint Special Master to Oversee the Sale of Real Property* is hereby **GRANTED**.
2. Harrison W. Poole, Esquire, is hereby appointed Special Master with authority to sign any and all documents necessary to effectuate the sale of the former marital residence located at 96205 High Pointe Drive, Fernandina Beach, Nassau County, Florida 32034, including but not limited to executing the sales contract in place of the Respondent, as well as executing all necessary and required closing documents in place of the Respondent.
3. Upon sale of the real property, the net proceeds shall be held in the Special Master's Trust Account, to be disbursed only upon order of this Court.

TAB 5 Schedule of Availability

Poole & Poole is able to meet the scheduling requirements of the position of Code Enforcement Special Magistrate. Because we are local to Nassau County, no travel would be necessary. Further, we will ensure that the afternoon of the second Tuesday of each month is blocked off on our calendars to ensure availability.

TAB 6 References

Please see Form C under Tab 8

TAB 7


Cost

EXHIBIT "B"
PROPOSAL PRICE SHEET

Respondent shall serve as Code Enforcement Special Magistrate in accordance with Exhibit A, Scope of Services at the rate(s) below.

BILLABLE RATE		
Special Magistrate	\$ 300.00	Hourly

Hourly rate is fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, legal research, copies, etc. **No additional reimbursement expenses shall be billed.**

Company: Poolle & Poolle, P.A.
 Address: 303 Centre Street, Ste 200
 City, State, Zip code: Fernandina Beach, FL 32034
 Phone Number: 904-261-0742 Email: harrisonpoolle@poolleandpoollelaw.com
 Authorized Signature:  Printed Name: Harrison W Poolle
 Title: President Date: 11/15/23

TAB 8 Forms/Administrative Information



Issue Dated: 01/26/2023

LAWYERS PROFESSIONAL LIABILITY

Policy Number: POPL479965

Renewal of: POPL319579

Carrier: AmGUARD Insurance Company – A Stock Company

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE REVIEW YOUR POLICY CAREFULLY
 THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AND REPORTED
 AGAINST THE INSURED DURING THE POLICY PERIOD.

DECLARATIONS

[1] Named Insured and Mailing Address Poole & Poole, P.A. 303 Centre St Ste 200 Fernandina Beach, FL 32034	[2] Agency PEARL INSURANCE GROUP, LLC 1200 E. GLEN AVENUE Peoria Heights, IL 61616
--	--

[3] Policy Period
 From 02/01/2023 to 02/01/2024 12:01 AM standard time at the Mailing Address of the Named Insured.

[4] Limit of Liability
 1,000,000 Each Claim
 1,000,000 Aggregate
Claim Expenses - Claims expenses are included within the Limit of Liability

[5] Deductible
 \$5,000 Per Claim

[6] Premium

TOTAL POLICY PREMIUM	\$6,128.00
FL FIGA	\$123.00
TOTAL PAYABLE	\$6,251.00

No. of Lawyers 2

[7] Forms Attached at Issuance

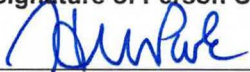
- PRIV POL – Privacy Policy
- IL 99 00 08 13 – Authorization and Attestation
- LPL 00 12 08 15 – Full Firm Prior Acts Endorsements
- LPL 00 18 08 15 – Prior Acts Exclusion
- LPL 09 01 07 19 – Florida Changes
- LPL 00 00 08 15 – Lawyers Professional Liability Coverage
- LPL DEC 08 15 – Policy Dec

By acceptance of this policy, the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all the agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

**FORM A
ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.

Addendum # 1 through # 4

Signature of Person Completing: 	Date: <u>11/15/23</u>
Printed Name: <u>Harrison W Poole</u>	Title: <u>President</u>

FORM B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for Code Enforcement Special Magistrate NC23-053 RFP.
2. This sworn statement is submitted by Pool & Bule, P.A.
 (entity submitting sworn statement), whose business address is 303 Centre St, Ste 200, Fernandina Beach, FL 32034
9 and its Federal Employee Identification Number (FEIN) is 59-3289033. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Harrison Pool (please print name of individual signing), and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Handwritten Signature]

Signature

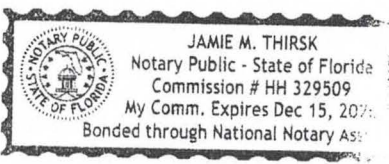
11/15/23

Date

State of: Florida
County of: Polk

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15th day of November, 2023 by Amison W. Poole who is personally known to me or produced _____ as identification.

[Handwritten Signature]
Notary Public Jamie M. Thirsk
My commission expires: _____



FORM C

RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1. Company Name: Pooler & Pooler, P.A.
 Address: 303 Centre St, Ste 200
 City/State/Zip: Fernandina Beach, FL 32034
 Phone: 904-261-0742 Email: harrison.pooler@poolerandpoolerlaw.com
 Website Address www.poolerandpoolerlaw.com

2. **COMPANY STRUCTURE:**

Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by State of Florida to perform the specified services?
 Yes No

5. **EXPERIENCE:**

Years in business: 29

Years in business under this name: 29

Years performing this type of work: 20+

Has your company: Failed to complete or defaulted on a contract: _____ Yes No

Been involved in bankruptcy or reorganization: _____ Yes No

Pending judgment claims or suits against firm: _____ Yes No

6. **PERSONNEL**

How many employees does your company employ: 3

List all positions or position categories within your firm (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
<u>Attorney</u>	<u>1</u>	<u>1</u>
<u>Legal Assistant/Admin</u>	<u>1</u>	

7. REFERENCES:

List at least three references for which you have provided services related to this RFP Scope of Services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: City of Fernandina Beach
 Address: 204 Ash Street, Fernandina Beach
 Contract Person: Tammi Bach, Esq
 Phone: 904-310-3276 Email: tbach@fbfl.org
 Project Description: Special Magistrate, Coverage and Litigation Support
 Contract \$ Amount: Varies based on assignment
 Date Completed: Ongoing

Reference #2:

Company/Agency Name: Circuit Court
 Address: 76347 Veterans Way
 Contract Person: Hon. James Daniel
 Phone: 904-548-4910 Email: _____
 Project Description: Special Master
 Contract \$ Amount: \$300/hr
 Date Completed: Ongoing

Reference #3:

Company/Agency Name: Circuit Court
 Address: 76347 Veterans Way
 Contract Person: Hon. Lester Bass
 Phone: 904-548-4933 Email: _____
 Project Description: Special Master

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: Pooler & Poole, P.A.
Attn: Harrison Poole
Mailing Address: 303 Centre St, Ste 200
Fernandina Beach, FL 32034

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): Harrison Poole
Title: President
Email Address: harrison.poole@poolerandpoole.com
Phone Number: 904-261-0742

The Remainder of this Page Intentionally Left Blank

FORM D DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Pooler & Pooler, P.A. (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

[Signature]

Authorized Signature

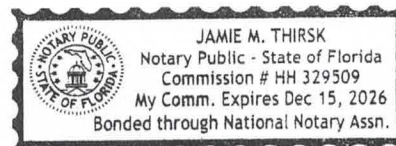
11/15/23

Date Signed

State of: Florida
County of: Polk

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15th day of November, 2023 by Harrison W. Pooler who is personally known to me or produced _____ as identification.

[Signature]
Notary Public Jamie M. Thirsk
My commission expires: _____



FORM E
E-VERIFY AFFIDAVIT

**NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name: Code Enforcement Special Magistrate
Bid No./Contract No.: NC 23-053 RFP

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**FORM E - 1
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Pooler & Pooler, P.A (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.

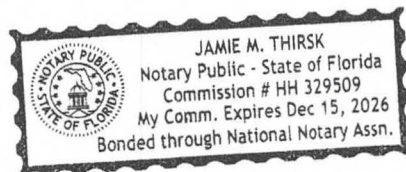
A true and correct copy of Pooler & Pooler, PA (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Print Name: Harrison Pooler
Date: 11/15/23

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11/15/23 (Date) by Harrison W. Pooler (Name of Officer or Agent, Title of Officer or Agent) of Pooler & Pooler, PA (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Jamie M. Thirsk
Printed Name
My Commission Expires: _____





My Company Account

My Company Profile

Company Information

Company Name

Poole & Poole, PA

Doing Business As (DBA) Name

Company ID

2323038

Enrollment Date

Nov 15, 2023

Employer Identification Number (EIN)

593289033

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

1 to 4

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

303 Centre Street
200
Fernandina Beach, FL 32034

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

