

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.  
2832-A2

**SECTION 1 - GENERAL INFORMATION**  
 Requesting Department: OMB Contact Person: Chris Lacambra/Tracy Poore  
 Telephone: (904) 530-6007 Email: clacambra@nassaucountyfl.com / tpoore@nassaucountyfl.com

**SECTION 2 - VENDOR INFORMATION**  
 Name: Hilltop Securities, Inc  
 Address: 450 South Orange Ave. , Suite 460  
 City: Jacksonville State: FL Zip Code: 32801  
 Vendor's Administrator Name: Joel Tindel Title: Managing Director  
 Telephone: (407) 426-9611 Email: joel.tindel@hilltopsecurities.com

**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**  
 Authorized Signatory Name: Joel Tindel  
 Authorized Signatory Email: joel.tindel@hilltopsecurities.com  
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

**SECTION 4 - CONTRACT INFORMATION**  
 Contract Name: Contract for Municipal Advisory Services  
 Type:  New Contract  Work Authorization  Supplemental Agreement  
 Short Description of Product(s)/Service(s) Being Requested: Agreement for Professional Financial Services  
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)  
 Procured Method:  Quotes  ITB  RFP  RFQ  Piggyback  Exemption  Sole Source  Single Source  
 Other: 5.8 Professional Services  
 Amount of Initial Contract Term: 3 Years \$24,000.00 (\$8000.00 Annual Retainer paid quarterly)  
 Amount of Renewal Options (if applicable): Year 1: \$8000.00 Year 2: \$8000.00  
 Year 3: \$8000.00 Year 4: \_\_\_\_\_  
 Total Amount of Contract (Initial Term + Renewal Options): \$24,000.00 (Estimate if necessary)  
 Account Number: 01135513-531000  
 Source of Funds:  County  State  Federal  Other: \_\_\_\_\_  
 County Authorized Signatory:  BOCC Chairman  County Manager  
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

**SECTION 5 - INSURANCE**  
 Insurance Category:  Category L  Category M  Category H  Other: \_\_\_\_\_  
 Risk Manager Initials: \_\_\_\_\_

**SECTION 6 - AMENDMENT INFORMATION**  
 Contract Tracking No: CM2832 Amendment No: A2  
 Type of Amendment:  Renewal  Time Only Extension  Additional Scope  Other: \_\_\_\_\_  
 Contract Amount with Previous Amendments: \$32,000.00 Amount of this Amendment: \$8,000.00  
 New Contract Amount including this Amendment: \$40,000.00  
 Account Code Change From: \_\_\_\_\_ To: \_\_\_\_\_  
 County Authorized Signatory:  BOCC Chairman  County Manager  
 (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. <u>Tracy Poore</u> Department Head/Contract Manager	<u>3/21/2024</u> Date	3. <u>Tracy Poore</u> Procurement	<u>3/21/2024</u> Date
2. <u>Chris Lacambra</u> Office of Mgmt. & Budget	<u>3/21/2024</u> Date	4. <u>Denise C May</u> County Attorney	<u>3/22/2024</u> Date

*(Signature required only if procurement related)*

**COUNTY MANAGER - FINAL SIGNATURE APPROVAL**  
[Signature] 3/22/2024  
 County Manager Date

CM 2832-A2

**SECOND AMENDMENT TO CONTRACT FOR MUNICIPAL ADVISORY SERVICES**

**THIS SECOND AMENDMENT TO THE CONTRACT FOR MUNICIPAL ADVISORY SERVICES** (hereinafter "Amendment") is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and **HILLTOP SECURITIES, INC.**, a business having its primary business location at 450 South Orange Avenue, Suite 225 Orlando, Fl 32801 (hereinafter the "Vendor").

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into a Contract for Municipal Advisory Services dated March 23, 2020 (hereinafter "Contract"); and

**WHEREAS**, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

**SECTION 1.** Section II of the Contract is hereby amended to extend the term of the Contract for an additional one (1) year period beginning March 23, 2024 and the Contract shall now terminate on March 22, 2025.

**SECTION 2.** Section III of the Contract is hereby amended to increase the compensation amount for the goods/services to be provided under the Contract due to a change in length of contract and the County shall now compensate the Vendor in an amount not to exceed Eight Thousand Dollars and 00/100 cents (\$8,000.00) for the annual retainer. Vendor's fee amount is detailed further in Appendix "B", Form and Basis of Compensation which was previously established in Contract CM2832.

**SECTION 3.** All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

CM 2832-A2

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

**NASSAU COUNTY, FL**

Signature: 

Print Name: Taco Pope

Title: County Manager

Date: 3/22/2024

**REVIEWED FOR LEGAL FORM AND CONTENT:**

*Denise C May*  
**DENISE C. MAY, County Attorney**

**HILLTOP SECURITIES, INC.**

Signature: *Joel Tindal*

By: Joel Tindel

Title: Managing Director

Date: 3/21/2024



**APPENDIX B  
FORM AND BASIS OF COMPENSATION**

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

**I. Retainer.** HilltopSecurities will charge an annual retainer of \$8,000 for services provided not related to the issuance of debt instruments/municipal securities. Such retainer will be paid quarterly, in arrears.

**II. New Issuances of Debt Instruments/Municipal Securities.** The fees due to HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of debt instruments/municipal securities during the term of this Agreement shall be calculated in accordance with the schedule set forth below.

HilltopSecurities' Transactional Fee Schedule*	
Incremental Fee	Par Amount Issued
\$1.00 per \$1,000 financed	for the first \$20,000,000
\$0.80 per \$1,000 financed	for the next \$20,000,000
\$0.60 per \$1,000 financed	thereafter

*\*Minimum fee of \$17,500 on any single transaction.*

Multiple series within a transaction will be treated as separate debt transactions due to the added level of complexity. The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the debt instrument/municipal securities are delivered.

**III. Baseline Advice on Outstanding Issuances of Debt Instruments/Municipal Securities.** There shall be no additional fees due to HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

**IV. Particularized Services on Outstanding Issuances of Debt Instruments/Municipal Securities.** There shall be no additional fees due to HilltopSecurities in connection with the Other Post-Sale Services described in Section III of Appendix A hereto.

In connection with the Brokerage of Municipal Escrow Investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

**V. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA.** There shall be no additional fees due to HilltopSecurities in connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto.

**VI. Other Services Relating to Debt Instruments/Municipal Securities.** In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto. Should agreed upon fees for these services be hourly in nature, the following hourly rate schedule will be utilized.

HilltopSecurities' Non-Transactional Fee Schedule*	
Title	Hourly Fee
Director / Managing Director	\$195
Assistant Vice President / Vice President	\$175
Analyst / Associate	\$150

**VII. Expenses.** The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses, specifically travel expenses, that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or other municipal financial products or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.



DATE  
3/11/2024

**Requisition Form**  
NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1  
Yulee, FL 32097

VENDOR NAME/ADDRESS  
Hilltop Securities  
450 S Orange Ave, Suite 460 Orlando, FL 32801  
(407)426-9611

DEPARTMENT  
OMB

REQUESTED BY  
Chris Lacambra/Tracy Poore

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE		STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
		01135513-531000	\$ 27,000.00		Encumber Contract	CM2832-AR2
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT		
	Professional Financial Services	4.00	\$ 2,000.00	\$ 8,000.00	invoiced quarterly	
				\$ 0.00		
				\$ 0.00		
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				\$ 0.00		
				\$ 0.00		

ORIGINAL - FINANCE  
COPY - DEPARTMENT

Shipping Total \$ 0.00  
\$ 8,000.00

**Department Head**  
I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.  
Chris Lacambra 3/21/2024

**Office of Management and Budget (signature required if greater than \$1,000.00 for services or if greater than \$5,000 for goods)**  
I attest that, to the best of my knowledge, funds are available for payment.  
Chris Lacambra 3/21/2024

**Procurement Director (signature required if greater than \$5,000.00)**  
I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.  
Tracy Poore 3/21/2024

**County Manager (signature required if greater than \$100,000.00)**  
I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Clrk: LPB  
Date: 3/25/2024

### Certificate Of Completion

Envelope Id: 626799471EA34DD2B79D69A465246DAE  
Subject: Contract No.: CM2832 A2 Hilltop Securities  
Source Envelope:  
Document Pages: 6  
Certificate Pages: 6  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
Tracy Poore  
tpoore@nassaucountyfl.com  
IP Address: 50.238.237.26

### Record Tracking

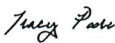
Status: Original  
3/21/2024 3:23:39 PM

Holder: Tracy Poore  
tpoore@nassaucountyfl.com

Location: DocuSign

### Signer Events

Tracy Poore  
tpoore@nassaucountyfl.com  
OMB Admin


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

**Timestamp**  
Sent: 3/21/2024 3:41:10 PM  
Viewed: 3/21/2024 3:45:45 PM  
Signed: 3/21/2024 3:45:50 PM

Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign


chris lacambra  
clacambra@nassaucountyfl.com  
OMB Director  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)

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

Sent: 3/21/2024 3:45:53 PM  
Viewed: 3/21/2024 3:46:14 PM  
Signed: 3/21/2024 3:46:20 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign


Lanaee Gilmore  
lgilmore@nassaucountyfl.com  
Procurement Director  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)

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

Sent: 3/21/2024 3:46:23 PM  
Viewed: 3/21/2024 3:47:16 PM  
Signed: 3/21/2024 3:47:20 PM





**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Joel Tindal  
joel.tindal@hilltopsecurities.com  
Security Level: Email, Account Authentication  
(None)

  
Signature Adoption: Pre-selected Style  
Using IP Address: 174.211.224.205  
Signed using mobile

Sent: 3/21/2024 3:47:22 PM  
Viewed: 3/21/2024 4:43:54 PM  
Signed: 3/21/2024 4:46:48 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/21/2024 4:43:54 PM  
ID: aeb7faf3-8b2a-4aec-ac00-a95a8ef62b5d

Signer Events	Signature	Timestamp
Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/21/2024 4:46:50 PM Viewed: 3/22/2024 1:18:11 PM Signed: 3/22/2024 1:18:17 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Denise C May dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 174.239.91.99 Signed using mobile	Sent: 3/22/2024 1:18:20 PM Viewed: 3/22/2024 3:32:36 PM Signed: 3/22/2024 3:32:54 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	  Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 3/22/2024 3:32:55 PM Viewed: 3/22/2024 4:12:10 PM Signed: 3/22/2024 4:12:16 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	Sent: 3/22/2024 4:12:18 PM Viewed: 3/25/2024 9:46:18 AM Signed: 3/25/2024 9:46:23 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059		

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	Status	Timestamp
<b>Agent Delivery Events</b>	Status	Timestamp
<b>Intermediary Delivery Events</b>	Status	Timestamp
<b>Certified Delivery Events</b>	Status	Timestamp
<b>Carbon Copy Events</b>	Status	Timestamp

Clerk Services BOCCClerkServices@nassauclerk.com Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 3/25/2024 9:46:25 AM Viewed: 3/25/2024 9:49:41 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		



Carbon Copy Events	Status	Timestamp
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<b>COPIED</b>	Sent: 3/25/2024 9:46:27 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/21/2024 3:41:10 PM
Certified Delivered	Security Checked	3/25/2024 9:46:18 AM
Signing Complete	Security Checked	3/25/2024 9:46:23 AM
Completed	Security Checked	3/25/2024 9:46:27 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

**How to contact County of Nassau:**

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

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

**To advise County of Nassau of your new email address**

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

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

**To request paper copies from County of Nassau**

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

**To withdraw your consent with County of Nassau**

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



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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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