

CS-23-324

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3666

SECTION 1 - GENERAL INFORMATION

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

SECTION 2 - VENDOR INFORMATION

Name: Giddens Security Corporation
Address: 528 S. Edgewood Avenue
City: Jacksonville State: FL Zip Code: 32205
Vendor's Administrator Name: Adam Giddens Title: Chief Financial Officer
Telephone: (904) 384-8071 Email: agiddens@giddenssecurity.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Adam Giddens Title: Chief Financial Officer
Authorized Signatory Email: agiddens@giddenssecurity.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: County Facility Security
Short Description of Product(s)/Service(s) Being Requested: County Facility Security

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

Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
Other: Emergency

Amount of Initial Contract Term: execution through 9/30/24

Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
Year 3: _____ Year 4: _____

Total Amount of Contract (Initial Term + Renewal Options): \$60,000 estimated (Estimate if necessary)

Account Number: 001.073.519.51.020.0219.02183.534000.

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: MP

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: _____ Amendment No: _____

Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope

Supplemental Agreement Other: _____

Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____

New Contract Amount including this Amendment: _____

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>Marshall Eyerman</u> <u>4/24/2024</u>
Department Head/Contract Manager Date | 3. <u><i>Ranasi Almoti</i></u> <u>4/25/2024</u>
Procurement Date
<i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacambra</u> <u>4/24/2024</u> <i>FP</i>
Office of Mgmt. & Budget Date | 4. <u>Denise C May</u> <u>4/25/2024</u> <i>DJ</i>
County Attorney Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 4/25/2024
County Manager Date

NASSAU COUNTY PIGGYBACK AGREEMENT

THIS NASSAU COUNTY PIGGYBACK AGREEMENT (hereinafter “Agreement”) is by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called “County” and **GIDDENS SECURITY CORPORATION**, whose address is 528 South Edgewood Avenue, Jacksonville, FL 32205 hereinafter called “Vendor”.

WHEREAS, the County requires the following goods and services: Armed Security Services for the James Page County Facility; and

WHEREAS, the Vendor has previously entered into a Contract with the Nassau County Sheriff’s Office dated August 28, 2023 (hereinafter “Lead Contracting Agency”), pursuant to a formal competitive procurement process in NCSO ITB # NCSO-23-R-002 for the same goods and services, a copy of the Original Contract is attached hereto and incorporated herein as “Exhibit A” and said reference shall include all documents pertaining to NCSO ITB # NCSO-23-R-002 which are on file with the Nassau County Sheriff’s Office (hereinafter “Original Contract”); and

WHEREAS, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows for piggybacking for the same goods or services; and

WHEREAS, the County considers this purchase an Emergency Purchase as provided for under Section 1-141(d)(4), of the Nassau County Code of Ordinances, Purchasing Policy, due to exigent circumstances requiring Armed Security Services for the James S. Page Governmental Complex; and

WHEREAS, the County desires to access the Original Contract with the Vendor for the acquisition of said goods and services in accordance with the terms of the “Exhibit A”.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein 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 Agreement:

- Exhibit A** ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY, AND SHALL INCLUDE ALL DOCUMENTS PERTAINING TO NCSO ITB # NCSO-23-R-002 ON FILE WITH THE NASSAU COUNTY SHERIFF'S OFFICE
- Exhibit B** VENDOR'S QUOTE/PROPOSAL
- Exhibit C** INSURANCE REQUIREMENTS

SECTION 3. Prices, Parties and Additional Terms and Conditions.

3.1 The Vendor shall be compensated in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)** in accordance with the rates as contained in the Vendor's Quote/Proposal attached hereto and incorporated herein as "Exhibit B." The Vendor's Quote/Proposal shall reflect the pricing under the same terms and conditions as contained in "Exhibit A" or lower if needed but, cannot exceed the pricing listed in "Exhibit A".

3.2 All references to the Lead Contracting Agency in "Exhibit A" shall for the purpose of this Agreement be replaced with the words of "Nassau County" or "County".

3.3 Any additional terms or conditions not set forth in this Agreement or any attachments whether submitted purposely or inadvertently, shall have no force or effect. In the event of any conflict between the terms of this Agreement and the terms of the Original Contract or any attachments, the terms of this Agreement shall prevail.

SECTION 4. Term of Agreement.

4.1 Notwithstanding any other provision of the Original Contract to the contrary, the term of this Agreement shall begin upon the date fully executed and end on **SEPTEMBER 30, 2024**. The County Manager may execute any Contract amendment and/or modification upon approval by the County Attorney's Office. Any amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

SECTION 5. Termination for Default.

5.1 If the Vendor fails to perform any of its obligations under this Agreement, 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 Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

5.2 Upon termination of this Agreement, the Vendor 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; and (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 6. Termination for Convenience.

6.1 The County reserves the right to terminate this Agreement in whole or part by giving the Vendor 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 Vendor 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 Agreement shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor 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 7. Public Records.

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the

- cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.
 - d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.
 - e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Vendor maintaining the public records, then Nassau County shall immediately notify the Vendor of the request for records. The Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Agreement provisions herein for failure to comply with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.
 - f. If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the

reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Vendor 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 Vendor has not complied with the request, to the County and to the Vendor.
- g. A notice complies with this Section, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 10.1 hereinbelow.
- h. If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.
- i. In reference to any public records requested under this Agreement, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor 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."
- j. In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.
- k. The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor 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 Vendor'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 Vendor's designation of material as exempt from public disclosure.

SECTION 8. E-Verify.

8.1 The Vendor 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 Vendor during the term of this Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor 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.

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

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

SECTION 9. Prompt Payment Act.

9.1 All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

SECTION 10. Notices.

10.1 All notices to the County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Marshall Eyerman, Assistant County Manager

Address: 96135 Nassau Place, Suite 1, Yulee, Florida 32097

Telephone Number: (904) 530-6010

E-mail Address: meyerman@nassaucountyfl.com

SECTION 11. Fiscal Funding.

11.1 This Agreement is subject to the availability of the County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

SECTION 12. Indemnification.

12.1 The Vendor 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 Vendor or any persons employed or utilized by the Vendor, in the performance of this Agreement. The Vendor 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 Vendor's performance under this Agreement.

SECTION 13. Insurance.

13.1 The Vendor shall provide and maintain at all times during the term of this Agreement, 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 "C". The policy limits required are to be considered minimum amounts.

13.2 The Vendor 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 14. Independent Vendor Status.

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

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

SECTION 15. Taxes, Liens, Licenses and Permits.

15.1 The Vendor 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 Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor 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.

15.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Agreement 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 Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

15.3 The Vendor 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 Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

SECTION 16. Assignment.

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

SECTION 17. Compliance with Laws.

17.1 The Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement.

SECTION 18. Governing Law and Venue.

18.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida with Venue for any action brought in Nassau County, Florida.

SECTION 19. Severability.

19.1 If any section, subsection, sentence, clause, phrase, or portion of this Agreement 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.

[The remainder of this page left intentionally blank.]

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

NASSAU COUNTY, FLORIDA



By: **TACO POPE, AICP**
Its: Designee
Date: 4/25/2024

GIDDENS SECURITY CORPORATION



By: **ADAM GIDDENS, CPA**
Its: CFO 4/25/2024
Date: _____

Approved as to form by County Attorney



Denise C. May, County Attorney
Date: 4/25/2024

EXHIBIT "A"

528 S. Edgewood Avenue
 Jacksonville, FL 32205
 904.384.8071 or 1.888.844.4345
 Fax: 904.389.9931
 info@giddenssecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

Security Service Agreement

This Security Service Agreement made by and between Nassau County Sheriff's Office, hereinafter referred to as "Client" whose physical address is 77151 Citizens Circle, Yulee, FL 32097 and Giddens Security Corporation whose address is 528 South Edgewood Avenue, Jacksonville, FL 32205 is entered as of August 28, 2023 (hereinafter referred to as the "Effective Date") is as follows:

Giddens Security Corporation agrees to provide security officer services to Client in accordance with the terms of Exhibit A "ITB # NSCO-23-R-002 Security Guard Services". The charges will be as follows:

Item	Bill Rate
Unarmed Security Officer in Courthouse	\$27.89 per hour
Armed Security Officer in Courthouse	\$30.00 per hour
Armed Security Officer guarding inmates in Hospitals	\$42.00 per hour

The billing rate(s) for Nassau County Florida recognized holidays shall be 1.5 times the normal billing rate. Invoices are due and payable upon receipt. All rates are billed for a minimum of at least 4-hour shifts when an officer is scheduled. All rates will have sales tax added, if applicable.

This Agreement shall be effective as of the date set forth above (the "Effective Date") and shall continue for a period of one year. This Agreement shall automatically renew on the "Effective Date" for successive one-year terms. Annually, the hourly bill rates shall increase by the greater of 3% or the CPI Index, data located at <https://www.bls.gov/cpi/data.htm>, CPI for all Urban Consumers (CPI-U), U.S. City average, all items – CUUR0000SA0.

This contract may be cancelled by either party at any time, for any reason whatsoever, with a 30-day written notice of cancellation.

Notice of Cancellation from Giddens Security Corporation to Client shall be sent via email to Captain Kay Lynn Crews at kcrews@nassauso.com or a certified letter sent to 77151 Citizens Circle, Yulee, FL 32097. Notice of Cancellation from Client shall be sent via email to Giddens Security Corporation at AGiddens@GiddensSecurity.com or a certified letter delivered to 528 South Edgewood Avenue, Jacksonville, FL 32205.

Notice of Cancellation from Client shall be sent via email to Giddens Security Corporation at AGiddens@GiddensSecurity.com or a certified letter delivered to 528 Edgewood Avenue South, Jacksonville FL 32205.



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Any invoices that are 30 days past due shall be subject to a late fee of 1.5% interest per month. Giddens Security Corporation warrants and covenants that Giddens Security Corporation and each security guard provided pursuant to this agreement are presently and will continue operating and conducting security services in accordance with all applicable federal, state, and local laws and regulations governing licensing of security officers. Giddens Security Corporation will at all times during the term of this agreement carry comprehensive general liability insurance and worker's compensation insurance as required by the state of Florida. Any claims against Giddens Security Corporation must be reported in writing to Giddens Security Corporation within seventy-two hours of occurrence. Client cannot deduct from invoices due Giddens Security Corporation any amount with regard to any claim against Giddens Security Corporation. Giddens Security Corporation will report any necessary claims to the proper insurance carrier for immediate action.

Giddens Security Corporation shall indemnify, defend and hold harmless Client, its affiliates and their respective directors, officers, shareholders, partners, members, employees and invitees, from any claims, losses, costs, damages or expenses (including reasonable attorneys' fees), including, but not limited to, any injury to, including death of, any person or damage to any property, arising wholly or in part out of Giddens Security Corporation's breach of this Contract or any action, omission, or neglect of Giddens Security Corporation or its directors, officers, shareholders, members, partners, employees, agents, invitees, guests, or any parties contracting with such party relating to this Contract, except to the extent any claims, losses, costs, damages, or expenses are caused in whole or in part by the gross negligence or willful misconduct of Client. If Client shall be made a party to any action commenced by or against Giddens Security Corporation, Giddens Security Corporation shall protect and hold Client harmless and shall pay all costs, expenses, including reasonable attorneys' fees in connection therewith. Giddens Security Corporation's obligations under this Section shall be limited to \$1,000,000 under this contract.

If Client desires to hire any employee of Giddens Security Corporation on a temporary or permanent basis during the term of this agreement or six months from the expiration or termination of this contract, it is agreed that thirty days written notice of same will be given by Client to Giddens Security Corporation and Client will be allowed to hire such employee by paying \$20,000.00 to Giddens Security Corporation which Client agrees will be the liquidated damages it will be liable to Giddens Security Corporation for if such employee is hired by Client and such payment is not made forthwith.

In the event of any claim, controversy, dispute, or disagreement arising out of or relating to this Agreement, including any alleged failure of performance or any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the other party all costs, including actual attorneys' fees incurred in connection therewith, including, but not limited to, actual attorneys' fees incurred in any litigation, negotiations, document review, research, analysis, office conferences,



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and telephone conferences undertaken by legal counsel in connection with any such claim, controversy, dispute, or disagreement. No demand, action, claim or proceeding, regardless of form arising out of this contract may be brought by Client against Giddens Security Corporation more than one year after occurrence.

Nothing contained herein shall constitute a waiver by the Nassau County Sheriff's Office or the Sheriff, his agents, employees, or designees of sovereign immunity or a waiver of the limitation on liability, claims or judgments as set forth in Section 768.28, Florida Statutes.

This Agreement is entered in accordance with and shall be governed by the laws of the State of Florida. Venue for any litigation, controversy or claim arising out of or relating to this contract or the performance thereof shall lie in in Nassau County, Florida.

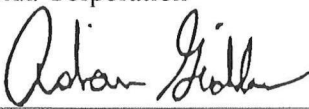
The terms of this agreement can only be amended, changed, or varied hereafter by a writing signed by both Giddens Security Corporation and Client. This agreement constitutes the entire contract between Giddens Security Corporation and Client. All prior representations, whether written or unwritten are included in this agreement. There are no side agreements or verbal understandings other than what is set forth in this agreement.

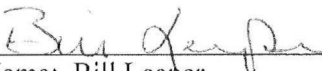
This agreement is executed in the state of Florida and shall be constructed and interpreted in accordance with the laws thereof.

IN WITNESS WHEREOF the parties have executed this agreement on August 28, 2023.

GIDDENS SECURITY CORPORATION
A Florida Corporation

Nassau County Sheriff's Office

By: 
Adam Giddens, CPA
Its: CFO

By: 
Name: Bill Leeper
Title: Sheriff

For the use and reliance of Bill Leeper, Sheriff, only, approval as to form and legal sufficiency:

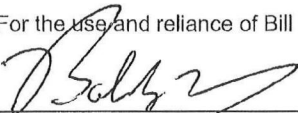

Bobby Lippelman
General Counsel, Nassau County Sheriff's Office

EXHIBIT "B"



528 S. Edgewood Avenue
Jacksonville, FL 32205
904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddensecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

April 12, 2024

Marshall Eyerman, ICMA-CM | Assistant County Manager
Nassau County, FL|Board of County Commissioners
96135 Nassau Place|Yulee, FL 32097
P: (904) 530-6010 E: meyerman@nassaucountyfl.com

RE: Piggyback off of NCSO ITB # NCSO – 23 – R – 002

Thank you for the opportunity of allowing Giddens Security Corporation to be considered in providing Nassau County with armed security services, piggybacking off our contract with Nassau County Sheriff's office attached hereto. We are agreeable to provide an armed officer at the bill rate listed in the contract of \$30.00 per hour.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Adam Giddens".

Adam Giddens, CPA
Chief Financial Officer

EXHIBIT "C"
Exposure Category M

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
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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.



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.

EXHIBIT "C"
Exposure Category M

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.

EXHIBIT "C"
Exposure Category M

Certificate Of Completion

Envelope Id: 9E9C799084F04A429B08680F9AB3A9B5	Status: Completed
Subject: Giddens: CM3666 \$60,000 Description: Facility Security	
Source Envelope:	
Document Pages: 19	Signatures: 11
Certificate Pages: 6	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Marshall Eyerman
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	MEyerman@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Marshall Eyerman	Location: DocuSign
4/24/2024 4:05:39 PM	MEyerman@nassaucountyfl.com	

Signer Events

Signer Events	Signature	Timestamp
Marshall Eyerman		Sent: 4/24/2024 4:17:11 PM
meyerman@nassaucountyfl.com		Viewed: 4/24/2024 4:17:29 PM
Assistant County Manager		Signed: 4/24/2024 4:17:37 PM

Nassau County BOCC	Signature Adoption: Pre-selected Style
Security Level: Email, Account Authentication (None)	Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore		Sent: 4/24/2024 4:17:39 PM
tpoore@nassaucountyfl.com		Viewed: 4/24/2024 4:37:15 PM
OMB Admin		Signed: 4/24/2024 4:37:20 PM

Nassau County BOCC	Signature Adoption: Pre-selected Style
Security Level: Email, Account Authentication (None)	Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra		Sent: 4/24/2024 4:37:24 PM
clacambra@nassaucountyfl.com		Viewed: 4/24/2024 4:57:42 PM
OMB Director		Signed: 4/24/2024 5:04:41 PM


Nassau County BOCC	Signature Adoption: Pre-selected Style
Security Level: Email, Account Authentication (None)	Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor		Sent: 4/24/2024 5:04:44 PM
mproctor@nassaucountyfl.com		Viewed: 4/25/2024 7:44:41 AM
Risk Manager		Signed: 4/25/2024 7:44:44 AM

Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style
	Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 4/25/2024 7:44:47 AM Viewed: 4/25/2024 8:39:41 AM Signed: 4/25/2024 8:39:55 AM</p>
<p>Adam Giddens agiddens@giddenssecurity.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/25/2024 10:57:29 AM ID: 7b727439-bda7-4a57-bd24-e3dc91fb39f5</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 45.19.144.88</p>	<p>Sent: 4/25/2024 8:39:57 AM Viewed: 4/25/2024 10:57:29 AM Signed: 4/25/2024 11:15:49 AM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 4/25/2024 11:15:52 AM Viewed: 4/25/2024 11:50:26 AM Signed: 4/25/2024 11:50:32 AM</p>
<p>Denise C May dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 174.212.33.200 Signed using mobile</p>	<p>Sent: 4/25/2024 11:50:36 AM Viewed: 4/25/2024 12:04:02 PM Signed: 4/25/2024 12:04:22 PM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 174.239.69.8 Signed using mobile</p>	<p>Sent: 4/25/2024 12:04:25 PM Viewed: 4/25/2024 12:17:59 PM Signed: 4/25/2024 12:18:29 PM</p>
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 4/25/2024 12:18:32 PM Viewed: 4/26/2024 10:31:49 AM Signed: 4/26/2024 10:31:58 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Clerk Services BOCCclerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/26/2024 10:32:02 AM Viewed: 4/26/2024 10:34:34 AM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/26/2024 10:32:02 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2024 4:17:11 PM
Certified Delivered	Security Checked	4/26/2024 10:31:49 AM
Signing Complete	Security Checked	4/26/2024 10:31:58 AM
Completed	Security Checked	4/26/2024 10:32:02 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Nassau:

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

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

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

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

To request paper copies from County of Nassau

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

To withdraw your consent with County of Nassau

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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

Acknowledging your access and consent to receive and sign documents electronically

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

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