

NASSAU COUNTY WORK AUTHORIZATION # CM3565-WA03

Contract Number:	CM3565
Consultant/Vendor:	EXP U.S. SERVICES, INC.
Consultant/Vendor Contact Name:	KYLE HENRY, VICE PRESIDENT
Consultant/Vendor Contact Phone Number:	904-516-5476
Consultant/Vendor Contact Email Address:	Kyle.henry@exp.com
Project Short Title:	Planned Unit Development (PUD) Monitoring Services
Total Amount of Previous Work Authorizations:	\$47,040.00
Amount of this Work Authorization:	\$20,040.00
New Contract Amount including this Work Authorization:	\$67,080.00
Funding Source:	04247515-531025

This Work Authorization is issued pursuant to the Contract referenced above between Nassau County and the Consultant/Vendor for the following services:

ARTICLE 1. Description of Services. Consultant/Vendor shall provide the services as set forth in Exhibit “A”, attached hereto and incorporated herein.

ARTICLE 2. Time Schedule. Consultant/Vendor anticipates the services to be completed pursuant to the time schedule contained in Exhibit “A”, attached hereto and incorporated herein, or no later than Eight (8) months from the issuance of this Work Authorization. The parties agree that this Work Authorization shall be considered as the Notice to Proceed.

ARTICLE 3. Compensation. Consultant/Vendor shall be compensated for the services detailed in Exhibit “A” and Exhibit “B”, attached hereto and incorporated herein, using rates previously established in the Contract referenced above.

ARTICLE 4. Other Provisions. This Work Authorization shall become a part of the Contract when executed by both parties. Any Work Authorization entered into prior to expiration or termination set forth in the Contract shall continue in effect through the earlier of: (i) the date all of the Services thereunder have been fully completed and accepted by Nassau County, or (ii) until such time as such Work Authorization expires or is terminated in accordance with its terms or is terminated pursuant to Article 2 hereof. Consultant/Vendor acknowledges that all drawings, data, electronic files and other information required for this Work Authorization has been accepted by

Consultant/Vendor. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work Authorization.

RECOMMENDED AND APPROVED BY:

Department Head/Managing Agent:	<u>Elizabeth Backe</u>	8/5/2024	
		Date	
Procurement:	<u>Lanace Belmont</u>	8/12/2024	
		Date	
Office of Management & Budget:	<u>Chris Lacambra</u>	8/7/2024	^{JP}
		Date	8/6/2024
County Attorney:	<u>Denise C. May</u>	8/12/2024	^{EM}
	Denise C. May	Date	8/12/2024

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

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP
 By: Taco E. Pope, AICP
 Its: County Manager
 Date: 8/12/2024

EXP U.S. SERVICES, INC.

BY: [Signature]
 Print Name: Kyle Henry
 Title: Vice President Business Development
 Date: 8/12/2024



**Exhibit A – Scope of Work
Professional Services for On-Call Planning Services
Nassau County, FL**

July 15, 2024

Ms. Elizabeth Backe, AICP
Planning Director
Nassau County
96161 Nassau Place
Yulee, FL 32092

Re: Planned Unit Development (PUD) Monitoring Services

Dear Ms. Backe,

EXP U.S. Services, Inc. ("EXP") is pleased to submit this letter of agreement to Nassau County ("Client") for professional services for the above-referenced project. These services are to be performed in conformance with the Master On-Call Planning Services Agreement – CM3565, between the Client and EXP, and is referred to herein as the contract.

I. GENERAL

Planned Unit Development (PUD) in Nassau County, Florida, refers to a development under unified control. It is planned and developed as a whole in a single or programmed series of operations. The uses and structures within a PUD are substantially related to the character of the entire development. Essentially, a PUD includes a comprehensive plan for the provision, maintenance, and operation of all areas within the development.

Planned Unit Development (PUD) Monitoring is responsible for creating, distributing, reviewing, and assisting Nassau County with the annual reporting responsibilities required by the Nassau County Land Development Code, Section 25.05. The Monitoring Section oversees the tracking, submittal of, and compilation of the data provided by the Planned Unit Development (PUD) Annual Monitoring Reports and the notification of the entities charged with providing that data.

EXP understands the Client has requested a proposal to provide professional services for PUD monitoring services. We have structured our proposal to be consistent with the processes required by Local, State, and Federal requirements. Our proposed scope of services, schedule, and fee are as follows:

II. SCOPE OF SERVICES

After receipt of notice to proceed (NTP), EXP shall provide the following services:

TASK 1. MEETINGS & CLIENT COMMUNICATION

EXP will develop an overall project management plan and address initial needs, then conduct meetings for the project on an as-needed basis. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.



EXP shall regularly communicate with the County Project Manager to provide updates on each stage of the Work Plan, as well as coordinate and participate in discussions with public officials, if necessary.

Deliverables

- BI-Weekly Status Updates
- Meeting Agendas (as-needed)
- Timely Invoicing

Task 2. PUD Monitoring

EXP will assist with all PUD monitoring services. As stated above, EXP will be responsible for creating, distributing, reviewing, and assisting Nassau County with the annual reporting responsibilities. EXP will ensure and verify that all developer commitments have been met and that the developments have been constructed within the approved densities or intensities. EXP will also serve as a resource center for Nassau County's community associations. The reporting process is specified in Section [25.05](#) of the Nassau County Land Development Code. EXP will oversee the notification, tracking, submittal of, and compilation of the data provided by the Planned Unit Development (PUD) Annual Monitoring Reports and the notification of the entities charged with providing that data.

EXP will incorporate a tracking tool for the monitoring process of each PUD review. The tool would include an interactive GIS map that EXP would update with each completed review.

Deliverables:

- PUD Monitoring
- Interactive GIS tool

III. REPORTING

EXP shall submit timely monthly invoices electronically with corresponding progress reports to document and support the work completed for approval by the County Project Manager.

IV. CLIENT RESPONSIBILITIES

IT IS UNDERSTOOD THAT EXP WILL PERFORM SERVICES UNDER THE SOLE DIRECTION OF THE CLIENT OR THEIR DESIGNATED REPRESENTATIVE. IN THE PERFORMANCE OF THESE SERVICES, EXP WILL COORDINATE ITS EFFORTS WITH THOSE OF OTHER PROJECT TEAM MEMBERS AND CONSULTANTS AS REQUIRED. THE CLIENT SHALL PROVIDE EXP WITH ALL PROJECT RELATED INFORMATION AVAILABLE INCLUDING ANY EXISTING PLANS, PROPERTY LEGAL DESCRIPTION, TITLE WORK, BOUNDARY AND TOPOGRAPHIC SURVEYS, GEOTECHNICAL INVESTIGATION REPORTS, ENVIRONMENTAL REPORTS, PERMITS, ETC. EXP WILL RELY UPON THE ACCURACY AND COMPLETENESS OF ALL CLIENT-FURNISHED INFORMATION IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

V. LENGTH OF SERVICE

The professional services described herein will be provided as needed for one (1) year. All services are to be completed in a timely fashion in accordance with the Client, County review periods, and the Developer/Owner (if applicable).

VI. COMPENSATION

EXP will perform the above-mentioned services on a time and expense basis for a fee of twenty thousand forty dollars and zero cents (**\$20,040.00**). Invoicing will be based on current contract hourly rates in effect at the time of work effort. If additional funds become necessary, EXP will notify the County of such, prior to exceeding the initial budget or subsequent amended budget. Invoices shall show the separate developments as ‘Phases’ with additional phases added upon reviews of other/future developments. The County shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. A breakdown of fee by staffing and hours is included as Exhibit B. Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061. This proposal is valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by EXP.

Schedule of Deliverables			
Task No.	Major Task, Sub-Task Activity, or Deliverable	Fee Amount	Fee Basis*
1	Project Meetings & Coordination	\$10,020.00	Hourly Not-to-Exceed
2	PUD Monitoring Services	\$10,020.00	Hourly Not-to-Exceed
Subtotal:		\$20,040.00	Hourly Not-to-Exceed
Total:		\$20,040.00	Hourly Not-to-Exceed

*Hourly rates consistent with Master On-Call Planning Services Agreement – CM3565

VII. Additional Services / Exclusions

The Client may establish an allowance for additional services requested by the Client and for unforeseen circumstances, which shall be utilized at the sole discretion of the Client.

If an unforeseen need should arise, the Consultant remains available to provide additional services as requested by the Client based on our hourly rates. Examples of services not included under this agreement include:

- Benefit Cost Analysis (BCA)
- Operational Analysis (Level of Service, Delay, and Queuing Calculations)
- Safety Analysis
- Public Involvement
- Preparation of traffic signal modification plans
- Preparation of traffic signal timing plans
- Preparation of roadway plans
- Preparation of signal location plans
- Wetland mitigation is not included
- Floodplain mitigation is not included
- Site/Civil, environmental, geotechnical, architectural, MEP, structural, and survey services are not included





**Exhibit B – Vendor’s Fee
 Professional Services for On-Call Planning Services
 Nassau County, FL**

July 29, 2024

Ms. Elizabeth Backe, AICP
 Planning Director
 Nassau County
 96161 Nassau Place
 Yulee, FL 32097

Re: PUD Monitoring Services

Dear Ms. Backe:

EXP U.S. Services, Inc. (“EXP”) is pleased to provide this Fee Proposal to Nassau County (“Client”) for professional services for the above referenced project. The proposed professional services will be provided in accordance with Contract for Professional Services CM3565.

Schedule of Deliverables						
Task No.	Major Task, Sub-Task Activity, or Deliverable	Role	Anticipated Hours	Hourly Rate Amount	Fee	Fee Basis
1	Meetings and Client Communication	Planning Director	4	\$275	\$1,100.00	NTE
		Principal Planner	4	\$220	\$880.00	NTE
		Planner III	16	\$180	\$2,880.00	NTE
		Planner II	24	\$150	\$3,600.00	NTE
		Planner I	10	\$120	\$1,200.00	NTE
		Clerical	4	\$90	\$360.00	NTE
		Subtotal				
2	PUD Monitoring	Planning Director	4	\$275	\$1,100.00	NTE
		Principal Planner	4	\$220	\$880.00	NTE
		Planner III	16	\$180	\$2,880.00	NTE
		Planner II	24	\$150	\$3,600.00	NTE
		Planner I	10	\$120	\$1,200.00	NTE
		Clerical	4	\$90	\$3600.0	NTE
		Subtotal				
Total:					\$20,040.00	NTE

Certificate Of Completion

Envelope Id: D66DE09960EB4A6D82178E912BBB82FF Status: Completed
Subject: CM3565 - WA03 - EXP U.S. SRVS. - PUD MONITORING SRVS.
Source Envelope:
Document Pages: 7 Signatures: 10 Envelope Originator:
Certificate Pages: 6 Initials: 4 Laurie Goltry
AutoNav: Enabled Igoltry@nassaucountyfl.com
Enveloped Stamping: Enabled IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)


Record Tracking

Status: Original Holder: Laurie Goltry Location: DocuSign
8/5/2024 1:08:04 PM Igoltry@nassaucountyfl.com


Signer Events

Signature	Timestamp
Elizabeth Backe ebacke@nassaucountyfl.com Planning Director Nassau County Security Level: Email, Account Authentication (None)	Sent: 8/5/2024 1:26:48 PM Viewed: 8/5/2024 1:31:57 PM Signed: 8/5/2024 1:32:46 PM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/5/2024 1:32:48 PM Viewed: 8/6/2024 10:05:34 AM Signed: 8/6/2024 10:06:29 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/6/2024 10:06:31 AM Viewed: 8/7/2024 7:58:43 AM Signed: 8/7/2024 7:59:18 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/7/2024 7:59:21 AM Viewed: 8/12/2024 11:30:11 AM Signed: 8/12/2024 11:30:21 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Kyle Henry kyle.henry@exp.com Vice President Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/12/2024 11:36:33 AM ID: c5965802-06ef-4817-bef4-c7172ad08410</p>	 Signature Adoption: Drawn on Device Using IP Address: 107.123.33.59 Signed using mobile	<p>Sent: 8/12/2024 11:30:24 AM Viewed: 8/12/2024 11:36:34 AM Signed: 8/12/2024 11:37:20 AM</p>
<p>Elizabeth Moore emoore@nassaucountyfl.com Assistant County Attorney Nassau County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 8/12/2024 11:37:23 AM Viewed: 8/12/2024 11:38:32 AM Signed: 8/12/2024 11:47:07 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>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 8/12/2024 11:47:10 AM Viewed: 8/12/2024 1:19:02 PM Signed: 8/12/2024 1:19:20 PM</p>
<p>Taco E. 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>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile	<p>Sent: 8/12/2024 1:19:24 PM Viewed: 8/12/2024 1:23:04 PM Signed: 8/12/2024 1:23:23 PM</p>
<p>BOCC AP 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>	 Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254	<p>Sent: 8/12/2024 1:23:26 PM Viewed: 8/13/2024 10:07:55 AM Signed: 8/13/2024 10:08:00 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: 8/13/2024 10:08:03 AM Viewed: 8/13/2024 10:38:33 AM
Procurement Staff procurementstaff@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/11/2022 4:06:53 PM ID: 70ba6b9d-4524-4116-9685-dc2e1d625e39	COPIED	Sent: 8/13/2024 10:08:05 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	8/5/2024 1:26:48 PM
Certified Delivered	Security Checked	8/13/2024 10:07:55 AM
Signing Complete	Security Checked	8/13/2024 10:08:00 AM
Completed	Security Checked	8/13/2024 10:08:05 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Nassau:

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

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

To advise County of Nassau of your new email address

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

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

To request paper copies from County of Nassau

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

To withdraw your consent with County of Nassau

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

DATE
7/31/2024

Requisition Form

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
EXP US SERVICES, INC.
50 NORTH LAURA ST., #2500
JACKSONVILLE, FL 32202

DEPARTMENT
PLANNING

REQUESTED BY
LAURIE GOLTRY

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE			STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	PUD Monitoring Services	04247515-531025				Encumber Contract	CM3565
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT			
1	Project Meetings & Coordination	1.00	\$ 10,020.00	\$ 10,020.00	CM3565-WA03- NEW		
2	PUD Monitoring Services	1.00	\$ 10,020.00	\$ 10,020.00	CONTRACT AMOUNT		
				\$ 0.00	\$81,540.00.		
				\$ 0.00			
				\$ 0.00			
				\$ 0.00			
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				\$ 0.00			
				\$ 0.00			

ORIGINAL - FINANCE Shipping \$ 0.00
COPY - DEPARTMENT Total \$ 20,040.00

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.

Elizabeth Backe 8/5/2024

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 8/7/2024 *JF* 8/6/2024

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.

Russell Belmont 8/12/2024

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.

Taco E. Popey AICP 8/12/2024

Clerk: L.BELTON
Date: 8/13/2024