

CS-24-176

CONTRACT TRACKING NO. CM3853

BOCC CONTRACT APPROVAL FORM

SECTION 1 - GENERAL INFORMATION

Requesting Department: County Attorney Contact Person: Amber Carter
Telephone: (904) 530-6100 Email: acarter@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Real Estate Insync, LLC
Address: Physical Address: 655 East Tennessee Street Mailing Address: 997 Ilex Way
City: Tallahassee State: FL Zip Code: 32312
Vendor's Administrator Name: William F. Butler, CRE Title: President
Telephone: (850) 345-9455 Email: will@realestateinsync.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: William F. Butler, CRE Title: President
Authorized Signatory Email: will@realestateinsync.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 Professional Services
Short Description of Product(s)/Service(s) Being Requested: Real Estate Development Advisory Services

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

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

Amount of Initial Contract Term: \$25,750.00

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

Total Amount of Contract (Initial Term + Renewal Options): _____ (Estimate if necessary)

Account Number: 00112151251-531000

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: w/Professional Liability

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>Denise C. May, Esq., BCS</u> <u>1/10/2025</u>
Department Head/Contract Manager Date | 3. <u>Ranaco Belmont</u> <u>1/13/2025</u>
Procurement Date
<i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacambra</u> <u>1/13/2025</u>
Office of Mgmt. & Budget Date | 4. <u>Denise C. May, Esq., BCS</u> <u>1/13/2025</u>
County Attorney Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 1/13/2025
County Manager Date

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (the “Contract”) is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, a political subdivision of the State of Florida** (the “County”), and **REAL ESTATE INSYNC, LLC**, a Florida Limited Liability Company located at 997 Ilex Way, Tallahassee, Florida 32313 (the “Consultant”)(each a “Party” and collectively the “Parties”) on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County desires to obtain Professional Services for Real Estate Development Advisory Services (the “Professional Services”); and

WHEREAS, the Consultant desires to render the Professional Services as described in the Consultant’s Scope of Professional Services, attached hereto and incorporated herein as Exhibit “A”; and

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

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

SECTION 1. Recitals.

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

SECTION 2. Contract Exhibits.

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

Exhibit “A” CONSULTANT’S SCOPE OF PROFESSIONAL SERVICES

Exhibit “B” INSURANCE REQUIREMENTS

SECTION 3. Scope of Professional Services.

3.1 The Consultant shall provide Professional Services in accordance with Exhibit “A”.

3.2 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County’s sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

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

SECTION 4. County’s Responsibility.

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

4.2 The County hereby designates the County Attorney, or designee, to act on the County’s behalf under this Contract. The County Attorney, or designee, with consultation of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County’s policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant’s services.

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

SECTION 5. Payment and Invoicing.

5.1 The County shall pay the Consultant in an amount not to exceed Twenty-five Thousand Seven Hundred and Fifty Dollars (\$25,750.00) for the Professional Services referenced in accordance with Exhibit “A” for the initial term of this Contract.

5.2 The Consultant shall submit a copy of all invoices to both the County Attorney’s Office or designee at agrissinger@nassaucountyfl.com and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the Contract number referenced and shall be accompanied by a report or statement identifying the nature of the work performed for the monthly retainer amount. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract. The County shall pay the Consultant within forty-five (45) days of acceptance of invoice by the County Attorney’s Office in accordance with the State of Florida’s Prompt Payment Act found at Section 218.70, Florida Statutes.

5.3 Final Invoice: The Consultant shall submit to County Consultant’s final/last billing to County clearly marked as “Final Invoice.” Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by the Consultant and

that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

5.4 The Consultant shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract, that were disbursed to the Consultant by the County. The Consultant shall return any overpayment within forty (40) days after the earlier of: (1) discovery by the Consultant (including discovery by its independent auditor, if any), or (2) notification by the County of the overpayment.

5.5 The County may, in addition to other remedies available to it at law or equity and upon written notice to the Consultant, retain such monies from amounts due to the Consultant as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment of liquidated damages, and payment for claims asserted by or against the County. The County reserves the right to set off any liability or other obligation of the Consultant or its affiliates to the County against any payments due to the Consultant under any contract with the County. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Consultant to a claim against the County, including for damages.

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

6.1 The term of this Contract shall begin upon the Effective Date and shall terminate on One Hundred and Twenty (120) days, unless terminated sooner or extended as provided herein. The term of this Contract may be extended in one (1) year increments, for up to three (3) additional years, upon mutual written agreement between the Consultant and the County.

SECTION 7. Funding.

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

SECTION 8. Expenses.

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

SECTION 9. Taxes, Liens, Licenses and Permits.

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

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

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

SECTION 10. Governing Law, Venue and Compliance with Laws.

10.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any litigation arising under or relating to this Contract shall be brought in state court in Nassau County, Florida. **THE PARTIES WAIVE ALL RIGHT TO TRIAL BY JURY OF ANY ACTION, WHETHER IN LAW OR IN EQUITY, WHICH ARISES UNDER OR RELATES TO THE CONTRACT.** Any alternative dispute resolution proceedings shall occur in Nassau County, Florida.

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

SECTION 11. Stricken.

SECTION 12. Modifications.

12.1 The terms of this Contract may be modified only upon the written and mutual consent of both Parties, and approval by appropriate legal authority as set forth in the County's Purchasing Policy.

SECTION 13. Assignment and Subcontracting.

13.1 The Consultant shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the County. However, the Consultant may waive its right to receive payment and assign the same upon written notice to the

County. In the event of any assignment, the Consultant remains secondarily liable for the performance of the Contract, unless the County expressly waives such secondary liability in writing. The County may assign the Contract with prior written notice to the Consultant of its intent to do so.

13.2 The Consultant is solely responsible for ensuring that any subcontractor(s) perform in accordance with the Contract, and the Consultant will not be released of its contractual obligations to the County because of any subcontract. The term “subcontractor” includes affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Consultant at any tier under the Contract. The Contractor shall use only those subcontractors approved by the County in writing. Subcontractors named in this Contract are deemed to be approved by the County. For subcontractors proposed after the Contract Effective Date, the Consultant shall submit a written request to the County specifying (i) the name of the proposed subcontractor; (ii) the services to be performed by the subcontractor; (iii) the time of performance; (iv) the Consultant’s proposed method of subcontractor performance monitoring; (v) certification of subcontractor’s compliance with all legal and contractual requirements related to performance (e.g., licensing, background screening, insurance, etc.); and (vi) a copy of the subcontract, if requested by the County. The County has the final approval authority of all proposed subcontractors. The Consultant’s use of a subcontractor not approved by the County will be deemed a material breach of the Contract. The County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

SECTION 14. Severability.

14.1 If any portion of this Contract is held 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. The Parties shall negotiate in good faith to modify this Contract to give effect to the Parties' original intent to consummate the transactions originally contemplated hereby to the greatest extent possible.

SECTION 15. Termination for Default.

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

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

SECTION 16. Termination for Convenience.

16.1 The County reserves the right to terminate this Contract for convenience in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All Contract other rights and duties of the Parties shall continue during such notice

period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Contingent Fees.

17.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 18. Ownership of Documents.

18.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 19. Force Majeure.

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

totally beyond the control and without any fault or negligence of the Party seeking to excuse nonperformance.

19.2 In the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any resulting delay or disruption in the Party's performance. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either Party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing and describe the cause of the delay within ten (10) days after the cause that created or will create the delay first arose. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to the Deliverables subjected to allocation; (2) purchase

from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the Deliverables that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 20. Access And Audits of Records.

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

SECTION 21. Independent Consultant Status.

21.1 The Consultant shall provide the Professional Services as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County. The County will not be bound by any action or inaction of the Consultant or its employees, subcontractors, or agents.

21.2 All Consultant employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Consultant shall furnish a copy of technical certification or other proof of qualification. All Consultant employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The County may either conduct, and the Consultant shall cooperate in, or require the Consultant to conduct, a security background check

or otherwise assess any employee, subcontractor, or agent furnished by the Consultant. The County may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the County's security or other requirements. The County may reject and bar from any facility for cause any of the Consultant's employees, subcontractors, or agents.

SECTION 22. Indemnification.

22.1 The Consultant agrees to assume liability for and indemnify, hold harmless, and defend the County, its commissioners, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Consultant under this Contract, the enforcement of this Contract, or resulting from the activities of the Consultant in any way connected to this Contract, whether or not due to or caused by the negligence of the County, its commissioners, officers, employees, agents and attorneys. The Consultant's liability hereunder shall include all attorneys' fees and costs incurred by the County in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of the Consultant against the County, and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained in this Contract, and specifically this provision requiring the Consultant to indemnify the County, is intended to nor shall it be construed as an additional waiver of sovereign immunity by the County beyond the County's expressed written contractual obligations contained within this

Contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Contract, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

22.2 The Consultant warrants that the Deliverables provided do not infringe on any patent, trade name, trademark, copyright or trade secret of any third parties. The Consultant agrees to defend, indemnify and hold the County, its commissioners, officers, agents, employees, trustees, successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any Deliverables purchased under this Contract. The County shall promptly notify the Consultant of any such claim.

22.3 Subject to the limitations set forth in this section, the Consultant shall assume control of the defense of any claim asserted by a third party against the County for which the Consultant is obligated to indemnify, defend, and hold harmless the County and, in connection with such defense, shall appoint lead counsel in each case at the Consultant's expense. The County shall have the right, at its option, to participate in the defense of any third-party claim, without relieving the Consultant of any of its obligations hereunder. If the Consultant assumes control of the defense of any third-party claim in accordance with this section, the Consultant shall obtain the prior written consent of the County before entering into any settlement of such claim. Notwithstanding anything to the contrary in this section, the Consultant shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel

retained by the County and all expenses, including experts' fees, if (a) an adverse determination with respect to the third-party claim would, in the good faith judgment of the County, be detrimental in any material respect to the County's reputation; (b) the third-party claim seeks an injunction or equitable relief against the County; or (c) the Consultant has failed or is failing to prosecute or defend vigorously the third-party claim. Each Party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

SECTION 23. Insurance.

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

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

SECTION 24. Dispute Resolution Process.

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

24.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written notice to the Consultant, which shall set forth the County's interpretation of the Contract.

24.3 The notice shall set a date and time for the Parties to meet within twenty (20) days from the date of the notice. The Consultant may submit a written response to the County's notice no less than five (5) days prior to the meeting.

24.4 If no satisfactory resolution as to the interpretation of the Contract is reached at the meeting, then the Parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by both Parties.

24.5 The Consultant shall proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract (under this section or otherwise). Should the Consultant not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Consultant may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

SECTION 25. E-Verify.

25.1 The Consultant and its subcontractors shall comply with Section 448.095, Florida Statutes, including the obligation to register with and use the United States Department of

Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of employees. 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.

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

SECTION 26. Public Records.

26.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** If the Consultant is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, then pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the Professional Services.

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

26.2 A request to inspect or copy public records relating to the Contract shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the County or allow the records to be inspected or copied within a reasonable time.

26.3 Section 119.0701(4), Florida Statutes, governs civil actions for damages for failure by a contract service provider to comply with the public records law. Failure to provide public

records within a reasonable time may also subject a contractor to penalties under Section 119.10, Florida Statutes.

26.4 In reference to any public records requested under this Contract, the Consultant shall identify and conspicuously mark specifically any information that the Consultant considers to be exempt from disclosure, citing specifically the statutory basis of the claimed exemption with an explanation as to how it applies. All such materials shall be segregated and conspicuously identified as "EXEMPT FROM PUBLIC DISCLOSURE." Claims of exemption must be made within ten (10) days of the County's request for information, or else such claims are waived. The Consultant shall indemnify, defend, and hold harmless the County (and its employees, agents and elected and appointed officials) against all claims and costs related to the Consultant's claim of exemption.

26.5 The Consultant shall not divulge to third parties any confidential information obtained by the Consultant or its employees, subcontractors, or agents in the course of performing Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the County. The Consultant will not be required to keep confidential information or material that is publicly available through no fault of the Consultant, material that the Consultant developed independently without relying on the County's confidential information, or material that is otherwise obtainable under Florida law as a public record. To ensure confidentiality, the Consultant shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 27. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

27.1 During the term of this Contract, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation,

arbitration, mediation, or administrative proceeding (hereinafter “Proceedings”) involving the Consultant of the Consultant’s officers and directors where the Proceedings relate to the officer or director’s business or financial activities. If the existence of the proceeding causes the County concerns that the Consultant’s ability or willingness to perform this Contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 28. Authority to Perform Public Contract.

28.1 The Consultant represents to the County that the Consultant is qualified to transact business with public entities in Florida Representations in this Section are material inducements to the County entering into this Contract, and any misrepresentation is cause for Contract termination.

28.2 The Consultant is not prohibited from doing business with public entities under Section 287.133, Section 287.134, Section 287.135, Section 287.1351, Section 287.137, or Section 287.138, Florida Statutes. If the Consultant will have access to any individual’s personal identifying information under the Contract, then the Consultant has provided the County the affidavit required by Section 287.138 (4), Florida Statutes.

28.3 The Consultant is not on any list of companies declared ineligible to receive federal contracts (as maintained, for example, by the U.S. Office of Federal Contractor Compliance Programs, Office of Foreign Assets Control, the Excluded Parties List System, etc.).

28.4 The Consultant is not participating in a boycott of Israel and is not on the State Board of Administration’s “Quarterly List of Scrutinized Companies that Boycott Israel.”

28.5 The Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (collectively,

“Scrutinized List of Prohibited Companies”); to the extent that it is not preempted by Federal law, does not have business operations in Cuba or Syria; and is not on the State Board of Administration’s “Scrutinized List of Prohibited Companies.”

28.6 The Consultant is registered with, and uses, the E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes; and has not, within the last year, had a contract terminated under Section 448.095(5)(c), Florida Statutes, by a public employer, contractor, or subcontractor.

28.7 The Consultant is in compliance with all applicable disclosure requirements set forth in Section 286.101, Florida Statutes, and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to Section 286.101(7), Florida Statutes.

SECTION 29. Anti-Discrimination.

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

SECTION 30. Advertising.

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

SECTION 31. Notices.

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

County: Nassau County
Attn: County Attorney
96135 Nassau Place
Yulee, Florida 32097
Consultant: REAL ESTATE INSYNC, LLC
Attn: WILLIAM E. BUTLER
997 Ilex Way
Tallahassee, Florida 32313

SECTION 32. Attorney's Fees.

32.1 Except as expressly provided in statutes governing Contract performance, in the event of any legal action to enforce the terms of this Contract each Party shall bear its own attorney's fees and costs.

SECTION 33. Authority to Bind.

33.1 If the Consultant is a legal entity other than a natural person, it represents and warrants that its undersigned representative has the authority to bind the Consultant to this Contract.

SECTION 34. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

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

34.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract, including without limitation the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records.

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

34.4 The Consultant warrants that any goods provided by the Consultant under this Contract, which the Consultant is a merchant as defined in the Uniform Commercial Code-Sales, Chapter 672, Florida Statutes, are merchantable and fit for the purposes described in the Contract Scope of Professional Services.

SECTION 35. Construction of Contract.

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

SECTION 36. Headings.

36.1 The section headings and captions of this Contract are for convenience and reference of the Parties and in no way define, limit or describe the scope or intent of this Contract.

SECTION 37. Entire Agreement and Execution.

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

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

SECTION 38. Change of Laws.

38.1 If a Party believes that a change in any law will have a substantial adverse effect on that Party's rights or obligations under this Contract, then that Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Contract. If the Parties are unable to reach an agreement concerning the modification of this Contract within thirty (30) days after the date of the notice seeking renegotiation, then either Party may terminate this Contract by written notice to the other Party. In such event, the Consultant shall be paid its compensation for the Professional Services provided prior to the termination date.

SECTION 39. No Third Party Beneficiaries.

39.1 This Contract is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the County, nor shall it be construed as enforceable by any third parties.

SECTION 40. Time of the Essence.

40.1 Time is of the essence for all work performed under this Contract. If the Consultant fails to promptly complete work under this Contract, the County may terminate the Contract

immediately, purchase substitute Professional Services elsewhere, and recover from the Consultant any increased costs and damages thereby incurred by the County.

SECTION 41. Further Assurances.

41.1 The Parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contract. Each Party shall provide such further documents or instruments requested by the other Party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The County is entitled at all times, upon request, to be advised as to the status of work being done by the Consultant and the details thereof.

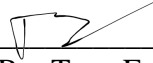
SECTION 42. Human Trafficking Affidavit.

42.1 Upon execution, renewal or extension of this Contract, the Consultant shall provide the County on a form approved by the County an affidavit signed by an officer or a representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

[The remainder of this page left intentionally blank.]

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

NASSAU COUNTY, FLORIDA



By: Taco E. Pope, AICP, ICMA-CM
Its: County Manager
Date: 1/13/2025

Approved as to form and legality by the
Nassau County Attorney

Denise C. May, Esq., BCS
DENISE C. MAY

REAL ESTATE INSYNC, LLC

William Butler

By: William E. Butler
Its: President
Date: 1/13/2025

**EXHIBIT “A”
CONSULTANT’S SCOPE OF PROFESSIONAL SERVICES’**

Below is a summary of the scope of services, fee structure and timing that REi is proposing for the county:

Currently, there are four (4) sites that require immediate review and consideration with an additional five (5) sites identified for future consideration.

The four (4) sites requiring immediate review are listed in the following priority:

1. 14th Street

- a. Intent: Affordable Rental Product, Affordable In Perpetuity [BOCC Directive]
- b. Mechanism: TBD
- c. PIN: 00-00-31-1320-000A-0000, 00-00-31-1800-0244-03B0, 00-00-31-1800-0244-03C0, 00-00-31-1800-0244-04E0, 00-00-31-1800-0244-07A0

2. Sheriff Admin. Site

- a. Intent: Revenue Production, Promote Desired Urban Form
- b. Mechanism: Long-term Land Lease, P3, Other
- c. PIN: 44-2N-27-0000-0001-0110

3. 4th Street

- a. Intent: 100% Maximize Revenue Production
- b. Mechanism: Long-term Land Lease, Lease of Building, P3, Other
- c. PIN: 00-00-31-1800-0024-0060, 00-00-31-1800-0025-0010

4. Sports

- a. Intent: Promote Tourism, Catalyze Resort/Hotel Development,
- b. Mechanism: Long-term Land Lease (County has to maintain ownership)
- c. PIN: 157 acres+/-, PIN not available

The additional five (5) sites for future consideration:

5. Civic Campus Outparcels

6. Westside Annex Site

7. Existing Animal Control Facility

8. New Animal Control Facility Outparcel

9. James S. Page Complex

Each site requires different approaches with different intended outcomes which will require a wide variety of approaches and development partners. The scope below is not intended to be all inclusive but to provide you with my initial thinking on the items and topics which need to be addressed. I am proposing an initial four (4) month term to provide said services. From there we would discuss extending if both parties desired to do so.

Month 1

- Review all associated documents related to the properties in question
- 2 day field inspection of all sites
- Meet with appropriate staff to discuss goals and expectations for each site
- Develop high level strategies for all parcels

Months 2-4

- Assist in multiple plan developments
- Provide development advisory assistance on all parcels
- Assist in strategy development
- Execution recommendations and oversight
- Weekly status calls
- Recommend various opportunities to communicate with private developers
- Assist in the development of long term lease terms and conditions
- Identify affordable housing developers and potential P3 partners
- Assist in developing a P3 RFP if desired
- Assist in architectural design guidelines for multiple parcels
- Assist in governance structure where applicable
- Assist in any desired RFP's for hotel and mixed-use developers
- Assist in the development of a park plan that what support high level utilization and tourism

The proposed fee structure is as follows:

- \$8,500 for month 1 and includes 2 days in market and all related travel expenses
- \$5,750/mo. for months 2-4 with 1 day in market per month and all related travel expenses. Additional days in market would require a daily addition of \$1,600.

All travel expenses shall be billed pursuant to Chapter 112, Florida Statutes.

EXHIBIT “B”

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

Each Occurrence/Annual Aggregate – \$1,000,000
Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

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

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

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

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

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

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

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

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

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

Non-Competitive Justification Form (Exempt/Sole Source/Single Source)

Required for Purchases Greater than \$10,000

Date: 1-10-2025 Project: County Surplus Properties
 Vendor Name: Real Estate Insync, LLC FY Cost: \$25,750.00
 Address: 655 E. Tennessee Street Total Cost: \$25,750.00
Tallahassee, Florida 32312 Account: 00112151251-531000
 Phone: (850) 345-9455

Contact Name:

Description of Goods and/or Services: Real Estate

Development Advisory Services

Source of Funds: County State Federal Other _____

Check one (1) of the following choices:

- Exempt purchase:
 - Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
 - Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
 - Publications (5.3 – Nassau County Purchasing Policy Exemption)
 - Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
 - Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
 - Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)

Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Sole Source The goods or services can be legally purchased from only one source. Were alternatives evaluated?

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

Denise C. May, Esq., BCS

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

Chris Lacambra

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Janice Adams

County Manager -I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

[Signature]

DATE
12/20/2024

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
Real Estate Insync, LLC
997 Ilex Way
Tallahassee, Florida 32312

DEPARTMENT
County Attorney

REQUESTED BY
Amber Carter

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	County Surplus Properties	00112151251-531000		Encumber Contract	CM3853
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
	Real Estate Development Advisory Services	1.00	\$ 25,750.00	\$ 25,750.00	Enter additional information or details, as needed.
	- NTE \$25,750.00 for 120 day contract term.			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE Shipping \$ 0.00
COPY - DEPARTMENT Total \$ 25,750.00

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.

Dennis C. May, Esq., BCS 1/10/2025

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 Calambra 1/13/2025

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.

Janice Belmont 1/13/2025

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.

[Signature] 1/13/2025

UPB
Clerk: 1/14/2025
Date:

Certificate Of Completion

Envelope Id: 1D368E32-8700-4C92-AB25-7C4E3D15085E	Status: Completed
Subject: Contract No.: CM3853 Real Estate Insync, LLC \$25,750.00 Real Estate Development Advisory Services	
Source Envelope:	
Document Pages: 33	Signatures: 16
Certificate Pages: 6	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Amber Carter
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	acarter@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Amber Carter	Location: DocuSign
1/10/2025 4:34:25 PM	acarter@nassaucountyfl.com	

Signer Events

Signer Events	Signature	Timestamp
Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Denise C. May, Esq., BCS</i> Signature Adoption: Pre-selected Style Using IP Address: 71.203.166.119 Signed using mobile	Sent: 1/10/2025 5:33:27 PM Viewed: 1/10/2025 5:59:56 PM Signed: 1/10/2025 6:00:10 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)	<i>TP</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 1/10/2025 6:00:15 PM Viewed: 1/13/2025 8:22:50 AM Signed: 1/13/2025 8:23:00 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)	<i>Chris Lacambra</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 1/13/2025 8:23:04 AM Viewed: 1/13/2025 9:18:08 AM Signed: 1/13/2025 9:19:38 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)	<i>MP</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 1/13/2025 10:56:19 AM Viewed: 1/13/2025 10:57:37 AM Signed: 1/13/2025 10:58:18 AM
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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: 1/13/2025 9:19:43 AM Resent: 1/13/2025 10:58:22 AM Viewed: 1/13/2025 10:36:34 AM Signed: 1/13/2025 10:59:10 AM</p>
<p>William Butler will@realestateinsync.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/13/2025 3:28:45 PM ID: 891abd60-0f0d-4559-8771-1c8a011895f9</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 98.230.61.117</p>	<p>Sent: 1/13/2025 10:59:13 AM Viewed: 1/13/2025 3:28:45 PM Signed: 1/13/2025 4:04:33 PM</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: 1/13/2025 4:04:39 PM Viewed: 1/13/2025 4:08:20 PM Signed: 1/13/2025 4:11:07 PM</p>
<p>Denise C. May, Esq., BCS 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: 50.238.237.26</p>	<p>Sent: 1/13/2025 4:11:11 PM Viewed: 1/13/2025 4:31:04 PM Signed: 1/13/2025 4:31:25 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: 50.238.237.26</p>	<p>Sent: 1/13/2025 4:31:31 PM Viewed: 1/13/2025 4:37:38 PM Signed: 1/13/2025 4:37:48 PM</p>
<p>BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254</p>	<p>Sent: 1/13/2025 4:37:52 PM Viewed: 1/14/2025 11:07:21 AM Signed: 1/14/2025 11:07:30 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</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
Amber Carter acarter@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/14/2025 11:07:34 AM Resent: 1/14/2025 11:07:43 AM
Clerk Services BOCCClerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/14/2025 11:07:34 AM Viewed: 1/14/2025 11:09:30 AM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/14/2025 11:07:34 AM Viewed: 1/14/2025 11:33:52 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/10/2025 5:33:27 PM
Envelope Updated	Security Checked	1/13/2025 10:56:19 AM
Envelope Updated	Security Checked	1/13/2025 10:56:19 AM
Envelope Updated	Security Checked	1/13/2025 10:56:19 AM
Certified Delivered	Security Checked	1/14/2025 11:07:21 AM
Signing Complete	Security Checked	1/14/2025 11:07:30 AM
Completed	Security Checked	1/14/2025 11:07:34 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.

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.