

CS-21-038

Contract Tracking No. CM3081

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into this ¹⁵ day of 2021

2021, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **LOCAL GOVERNMENT SOLUTIONS, LLC**, located at 816 Arbor Pointe Avenue, Minneola, Florida 34715, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services to fill the Interim Office of Management and Budget (OMB) Director position. Said services are more fully described in the *Proposal*, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Consultant desires to render certain consulting services as described in the *Proposal*, and has the qualifications, experience, staff and resources to perform those services.

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Proposal*.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with the *Proposal*.

2.2 Services requested by County or County's representative that are in addition to the *Proposal* will be considered additional services and reviewed, at that time

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for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

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

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the County Manager, or his designee, to act on County's behalf with respect to the *Proposal*. The County Manager, or his designee, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF CONTRACT

The term of this Contract shall be from the date of execution and terminate three (3) months thereafter. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under this Contract shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement or amendment to the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

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5.1 Consultant shall be compensated a total sum not to exceed \$48,750, in accordance with the *Proposal*.

5.2 Consultant shall prepare and submit to the County Manager, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 – EXPENSES

Consultant shall be responsible for all expenses incurred while performing the services. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant's agents, if any, hired by Consultant to complete the work under this Contract.

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

The documents which comprise this Contract between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 8.1** This Contract; and
- 8.2** The *Proposal* attached hereto Exhibit "A"; and
- 8.3** *Certificate of Liability Insurance* attached hereto as Exhibit "B"; and
- 8.4** Any work authorizations, written amendments, modifications or addenda to this Contract.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10 - INDEMNIFICATION

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Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Contract.

ARTICLE 11 - INDEPENDENT CONSULTANT

11.1 Consultant undertakes performance of the services as an independent consultant under this Agreement and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Contract.

11.2 This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers'

compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents. If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Consultant nor Consultant's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any benefits offered to County's employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Consultant has the right to perform the services required by this Contract at any location or time; (d) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

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In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "B" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 15 – ACCESS TO PREMISES

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

ARTICLE 16 - TERMINATION OF CONTRACT

16.1 Termination for Convenience: This Contract may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Contract or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 – UNCONTROLLABLE FORCES

18.1 Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “uncontrollable forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 19 - GOVERNING LAW AND VENUE

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This Contract shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Contract will be held in Nassau County, Florida.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

20.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

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a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Contract if Consultant does not transfer the records to the public agency.

d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant

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of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

20.4 The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void.

ARTICLE 21 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Contract to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work (under this Contract), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

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ARTICLE 22 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 23 - CONTINGENT FEES

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

ARTICLE 24 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 25 - FUNDING

The funding for the expenditures are available in the current fiscal year. The funding shall not require any additional budget appropriation by the County Commission of the County of Nassau.

ARTICLE 26 - NOTICEInitials ARInitials TR

26.1 Whenever either party desires or is required under this Contract to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Taco E. Pope, AICP, County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097
904-530-6010
tpope@nassaucountyfl.com

CONSULTANT:

Alan Rosen, MPA, ICMA-CM
Local Government Solutions, LLC
816 Arbor Pointe Avenue
Minneola, Florida 34715
(954) 644-9999
alanmpa2005@gmail.com

26.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

26.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 27 - DISPUTE RESOLUTION

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27.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

27.2 If there is no satisfactory resolution as to the interpretation of the Contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

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

Taco E. Pope AICP
Taco E. Pope, AICP, County Manager
Its: Designee
Date: 10/13/2021

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LOCAL GOVERNMENT SOLUTIONS, LLC

Alan Rosen

By: Alan Rosen

Its: CEO

Date: 10/15/2021

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Local Government Solutions, LLC

816 Arbor Pointe Ave., Minneola, FL 34715 • (954) 644-9999

October 11, 2021

Marshall Eyerman, Assistant County Manager
96135 Nassau Pl., Suite 1
Yulee, FL 32097

Re: Proposal for Nassau County Interim Budget Director Assistance

Dear Mr. Eyerman,

Local Government Solutions (LGS) is honored to present this proposal for your consideration regarding the Interim Office of Management and Budget (OMB) Director position for Nassau County. We have prepared this proposal based on our conversations regarding the upcoming vacancy and need for interim assistance. Please know that this document is not set in stone and if there are any revisions you would like to see, I will be happy to work with you until the scope and price meets your needs. My goal is to ensure that we only provide the coverage you need for the timeframe you desire.

Alan Rosen, the CEO of LGS, will be the project director for this engagement as well as the Interim OMB Director. Alan has a Master of Public Administration degree and over 16 years of experience in local government. He has a wide range of experience in counties and cities across the US including Senior Budget and Management Analyst for Broward County, FL; Budget Manager for Washoe County, NV; Assistant City Manager for Port Orange, FL; and County Manager for Lake County, FL (among others).

Based on the work required for this proposal, LGS will charge \$125 per hour during the three-month duration (13 weeks) for an all-inclusive cost not to exceed \$48,750. There are no additional charges for materials, travel, or other items.

We look forward to hearing back from you on this proposal. Again, if there are any changes you would like to make, we are happy to work with you to edit this proposal to your needs. Please do not hesitate to reach out to me at alanmpa2005@gmail.com or 954-644-9999.

Thank you for your consideration.

Sincerely,



Alan Rosen, MPA, ICMA-CM Candidate

Local Government Solutions, LLC

816 Arbor Pointe Ave., Minneola, FL 34715 - (954) 644-9999

Local Government Solutions Philosophy

Local Government Solutions (LGS) believes that the work we do is considered a true partnership with our clients. In most cases, local government professionals have a deep understanding of the challenges they face and their associated solutions. However, many governments are short on resources and must focus on day-to-day operations. That is where LGS can help.

LGS is comprised mainly of former senior local government officials. We have been in your position and understand the unique challenges facing local governments today. Our staff have extensive experience in many areas of local government management and are the perfect fit for just-in-time interim positions when governments need them the most. Our experience in the local government sector is what sets us apart and allows us to create actionable recommendations for our clients.

Project Background

County Manager Taco Pope and Assistant County Manager Marshall Eyerman contacted LGS to discuss a possible interim assignment as the Director of the Office of Management and Budget for Nassau County. This opportunity was brought on by the recent resignation of both the OMB Director and Assistant Director. Mr. Eyerman indicated that Nassau County would need assistance for approximately 3 months until a permanent replacement could be found. The Nassau County Office of Management & Budget includes the divisions of

- Grants,
- Technical Services,
- Management and Budget,
- SHIP - Affordable Housing Program, and
- Customer Billing.

However, the Assistant County Manager is currently managing the Technical Services Division, leaving the others within the OMB scope of responsibility.

Project Scope

LGS will provide support to Nassau County as the OMB Director while the County searches for a replacement. During 3-month engagement, LGS will provide up to 30 hours per week with an average of one day in the office per week. Nassau County understands that Alan Rosen also has other obligations to complete during the term of this engagement, however LGS will only charge Nassau County for time directly worked for the organization.

While not a part of this scope, LGS also has access to several seasoned local government professionals with significant experience in finance, budget, and other areas. Nassau County mentioned that there were other key vacancies as well. Should Nassau County need additional coverage, LGS is willing to propose and provide additional support as needed. Other services may be added at a later date with an amendment to the agreement, based on mutual consent of both parties.

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Responsibilities

The following is a list of responsibilities for the contractor (LGS) and Nassau County. This list is not exhaustive, but rather a representative sample of items that should be considered.

Local Government Solutions

LGS's CEO (Alan Rosen) will be responsible for providing high level administrative support illustrative of the Office of Management and Budget Director position in Nassau County for up to 30 hours per week over the 3-month period. While there may be days/times that Alan is unavailable due to other obligations, these times will be communicated to Nassau County as far in advance as possible so that appropriate planning can occur in advance.

Alan will be expected to be in the office at least one day per week during the engagement. However, there may be some weeks that (due to travel) 1.5 – 2 days in the office are more convenient and efficient.

Nassau County

Nassau County will provide the following during the engagement:

- An appropriate workspace for Alan, while he is working in the office.
- A laptop and desktop (or docking station) and appropriate accessories (mouse, charger, etc.).
 - This will assist in connectivity while in and out of the office to connect to appropriate systems.
- Hours committed outside of the office will require VPN access to the County's systems for processing and approval of items. The County will provide VPN access.
- A County email address.
 - This will help ensure public records remain on the county's server and eliminate the need to capture records separately.
- County Cell Phone (if required or customary for this position)

Project Timeline

Nassau County has requested a 3-month (13 week) engagement. This project will begin once fully executed and continue until the end of the project period. Either party will be able to cancel the contract with 30 days written notice.

Cost Proposal

The cost for this project is a not to exceed amount of \$48,750. This cost is calculated based on a maximum of 30 hours per week for 13 weeks at \$125 per hour. Only hours directly worked for Nassau County will be charged. LGS will bill monthly for the previous month's actual hours worked. However, the final invoice will be submitted to the county immediately following the end of the engagement for any remaining hours worked. Please note that to ensure proper coverage, some weeks LGS might work more than 30 hours and some weeks may be less. However, the overall charge per month will not exceed 30 hours per week worked and the not to exceed maximum will remain \$48,750 for the 3-month term. Additional work outside of the scope must be agreed upon in advance by both parties and will be charged at \$125 per hour.

Local Government Solutions, LLC

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Project Team

Project Director

Alan Rosen, MPA, ICMA-CM Candidate

Alan Rosen has over 16 years of local government management experience. After receiving his Master of Public Administration degree in 2005, Alan began his career as Senior Budget and Management Analyst for Broward County, FL. This experience was more than just financial analysis as his office also acted as the internal consultants for the county assisting with everything from forecasting, budgeting to process improvement, performance measurement and strategic planning.



Mr. Rosen continued to use his skills in his other positions including Financial Systems Manager for Fulton County, GA; Budget Manager for Washoe County, NV; Senior Management Advisor for Management Partners, Inc.; Assistant City Manager for Port Orange, FL; and most recently as County Manager for Lake County, FL.

Alan has significant budget experience including implementing outcome-based budgeting in both Broward and Fulton Counties. He has managed the process of submitting and winning the GFOA's Distinguished Budget Presentation Award for various organizations. Alan brings with him a focus on creating more efficient and effective processes in local government. He has saved governments millions of dollars and thousands of hours of staff time, which increased productivity. Some of his projects for local government agencies have included an organizational analysis of the City of Sanford Finance Department, a lien search process improvement for the City of Port Orange, and an organizational and process analysis of the Parks and Recreation Department for the City of West Palm Beach.

Alan is a member of ICMA and FCCMA and is currently an At-Large Director for the organization.

Exhibit "B"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Local Government Solutions LLC 816 Arbor Pointe Ave Minneola, FL 34715	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UDC-4969418-CGL-21	09/27/2021	09/27/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Nassau County Board of County Commissioners is Additional Insured and subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Board of County Commissioners 96135 Nassau Pl. Suite 1 Yulee FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	---

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		UDC-4982739-EO-21	10/11/2021	10/11/2022	Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County Board of County Commissioners
 96135 Nassau Place, Suite 1
 Yulee, FL, 32097

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CS-21-038
Contract No. CM3081**Local BOCC CONTRACT
APPROVAL FORM**

(Contract Management Use only)

**CONTRACT
TRACKING NO.**CM3081**GENERAL INFORMATION**Requesting Department County Manager/OMBContact Person: Marshall EyermanTelephone: (904) 530-6011 Fax: () _____ Email: meberman@nassaucountyfl.com**CONTRACTOR INFORMATION**Name: Local Government Solutions, LLCAddress: 816 Arbor Pointe Ave., Minneola, FL 34715

City

State

Zip

Contractor's Administrator Name: Alan Rosen Title: _____Telephone: (954) 644-9999 Fax: () _____ Email: alanmpa2005@gmail.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Alan RosenAuthorized Signatory Email: alanmpa2005@gmail.com**CONTRACT INFORMATION**Contract Name: Interim StaffingDescription: Interim Staffing

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

Terms: Payment Period: _____ Amount per Period: _____

Total Amount of Contract: \$48,750

APPROXIMATE IF NECESSARY

Source of Funds: 001 .135.513.51.531000. Termination/Cancellation: _____Authorized Signatory: Taco Pope, County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 3 monthsStatus: ☒ New _____ Renew _____ Amend# _____ WA/Task OrderHow Procured: ☐ Sole Source ☐ Single Source ☐ ITB ☐ RFP ☐ RFQ ☐ Coop. ☐ Other _____**If Processing an Amendment:**

Contract #: _____ Increased Amount of Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amendment Amount: _____

Continued on next page

CHECKLIST*Complete and attach before sending contract for final signature*

Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	ME
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	ME
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	ME
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	ME
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	ME
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	ME
Term of Contract	Start and end dates of contract are included. Any renewals are included.	ME
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	ME
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	ME
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	ME
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	CA
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	ME

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Tao E. Poppy AICP 10/13/2021
Department Head Signature** Date Submitting Department
2. Marshall Eppman 10/13/2021
Procurement Date
3. Megan Diehl 10/15/2021
Office of Management & Budget Date
4. Denise C. May, Esq., BOS 10/15/2021
County Attorney/Contract Management Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Tao E. Poppy AICP 10/15/2021
County Manager Date

**** THE DEPARTMENT HEAD SIGNING THIS DOCUMENT
CERTIFIES THEY HAVE CONFIRMED FUNDING PRIOR TO SUBMITTING THIS FORM.**

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION

CS-21-038
Contract No. CM3081

**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
Local Government Solutions 816 Arbor Pointe Ave., Minneola, FL 34715

DEPARTMENT
County Manager/OMB

REQUESTED BY
Marshall Eyerman

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	Interim Staffing	001.135.513.51.531000.	\$ 71,000.00	Encumber Contract	N/A
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
	Interim Staffing - Hourly	390.00	\$ 125.00	\$ 48,750.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
	Enter additional information or details, as needed.				
	Interim staffing funded through salary savings, while recruitments are occurring				

ORIGINAL - FINANCE
COPY - DEPARTMENT

Shipping \$ 0.00
Total \$ 48,750.00

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.

Taco E. Popey AICP

10/13/2021

Office of Management and Budget

I attest that, to the best of my knowledge, funds are available for payment.

Megan Dehl

10/15/2021

County Manager

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

10/15/2021

Clerk: _____
Date: _____

Certificate Of Completion

Envelope Id: 951BD53D143142BAA2F5D5929490E113

Status: Completed

Subject: Please DocuSign: CM3081.pdf

Source Envelope:

Document Pages: 24

Signatures: 10

Envelope Originator:

Certificate Pages: 7

Initials: 30

Amber Carter

AutoNav: Enabled

acarter@nassaucountyfl.com

EnvelopeId Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Amber Carter

Location: DocuSign

10/13/2021 5:24:25 PM

acarter@nassaucountyfl.com

Signer Events

Signature

Timestamp

Taco E. Pope, AICP

tpope@nassaucountyfl.com

County Manager

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Taco E. Pope AICP

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

Sent: 10/13/2021 5:35:08 PM

Viewed: 10/13/2021 5:39:34 PM

Signed: 10/13/2021 5:40:02 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marshall Eyerman

MEyerman@nassaucountyfl.com

Assistant County Manager

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Marshall Eyerman

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

Sent: 10/13/2021 5:40:05 PM

Viewed: 10/13/2021 6:01:07 PM

Signed: 10/13/2021 6:01:18 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Megan Diehl

mdiehl@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Megan Diehl

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

Sent: 10/13/2021 6:01:21 PM

Viewed: 10/15/2021 4:13:52 PM

Signed: 10/15/2021 4:14:30 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Denise C. May, Esq., BCS

dmay@nassaucountyfl.com

Assistant County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Denise C. May, Esq., BCS

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

Sent: 10/15/2021 4:14:32 PM

Viewed: 10/15/2021 4:16:19 PM

Signed: 10/15/2021 4:20:55 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events**Signature****Timestamp**

CS-21-038

Contract No. CM3081

Taco E. Pope, AICP
tpope@nassaucountyfl.com
County Manager
Nassau County BOCC
Security Level: Email, Account Authentication
(None)

Taco E. Pope AICP

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

Sent: 10/15/2021 4:20:57 PM
Viewed: 10/15/2021 4:30:22 PM
Signed: 10/15/2021 4:30:34 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Alan Rosen
alanmpa2005@gmail.com
Security Level: Email, Account Authentication
(None)

Alan Rosen

Signature Adoption: Pre-selected Style
Using IP Address: 72.238.249.215

Sent: 10/15/2021 4:30:37 PM
Viewed: 10/15/2021 5:00:44 PM
Signed: 10/15/2021 5:10:14 PM

Electronic Record and Signature Disclosure:

Accepted: 10/15/2021 5:00:44 PM
ID: 1f93da2e-8ff0-4857-8c87-284d0d9ac81c

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)

COPIED

Sent: 10/15/2021 5:10:18 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marshall Eyerman
MEyerman@nassaucountyfl.com
Assistant County Manager
Nassau County BOCC

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 10/15/2021 5:10:20 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Alan Rosen, MPA
alanmpa2005@gmail.com
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 10/15/2021 5:10:21 PM

Electronic Record and Signature Disclosure:

Accepted: 10/15/2021 5:00:44 PM
ID: 1f93da2e-8ff0-4857-8c87-284d0d9ac81c

Carbon Copy Events**Status****Timestamp**

CS-21-038

Contract No. CM3081

Brenda Linville

blinville@nassauclerk.com

Nassau County Clerk

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 10/15/2021 5:10:23 PM

Peggy Snyder

psnyder@nassauclerk.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
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Sent: 10/15/2021 5:10:27 PM

Tina Barnett

tbarnett@nassauclerk.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 10/15/2021 5:10:30 PM

Jennifer Marlatt

jmarlatt@nassauclerk.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 10/15/2021 5:10:33 PM

Melissa Lucey

mlucey@nassauclerk.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
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Sent: 10/15/2021 5:10:37 PM

Heather Nazworth

hnazworth@nassauclerk.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 10/15/2021 5:10:41 PM

Sue Boria

sboria@nassauclerk.com

Nassau County Clerk

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 10/15/2021 5:10:44 PM

Kari Ulmer

kulmer@nassauclerk.com

Nassau County Clerk

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 10/15/2021 5:10:46 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events**Status****Timestamps**

CS-21-038

Contract No. CM3081

Envelope Sent

Hashed/Encrypted

10/13/2021 5:35:08 PM

Certified Delivered

Security Checked

10/15/2021 5:00:44 PM

Signing Complete

Security Checked

10/15/2021 5:10:14 PM

Completed

Security Checked

10/15/2021 5:10:46 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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.

SCANNED