BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

(S-22-025

CONTRACT TRACKING NO.

CM3238

| GENERAL INFORMATION Requesting Department: County Manager |
|--|
| Contact Person: Marshall Eyerman |
| Telephone: 904-530-6011 Fax: () Email: meyerman@nassaucountyfl.com |
| CONTRACTOR INFORMATION Name: _Liberty Partners of Tallahassee |
| Address: 113 E. College Ave., Suite 400; PO Box 390; Tallahassee, FL 32302 City State Zip |
| Contractor's Administrator Name: <u>Jennifer J. Green, CAE, DPL</u> Title: <u>President</u> |
| Telephone: (850) 841-1726 Fax: () Email: |
| IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS) Authorized Signatory Name: Jennifer J. Green, CAE, DPL Authorized Signatory Email: jennifer@libertypartnersfl.com |
| CONTRACT INFORMATION Contract Name: Grant management and government consulting services |
| Description: Professional services to provide grant research, application writing, and grant administration for the County GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC. |
| Total Amount of Contract: _\$50,000 |
| Source of Funds: ⊠ County □ State □ Federal □ OtherAccount: <u>01-121-512-51-531000</u> |
| Authorized Signatory: Board Chairman IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC |
| Contract Dates: From: Execution to: One year after Termination/Cancellation: |
| Status: ⊠ New □Renew □Amend# □WA/Task Order □ Supplemental Agreement |
| How Procured: ⊠ Exemption □ Sole Source □ Single Source □ ITB □ RFP □ RFQ □ Coop □ Piggyback □ Quotes □ Other |
| If Processing an Amendment: Contract #:Increased Amount to Existing Contract: |
| New Contract Dates:toTotal or Amended Amount: |

Continued on next page

| | contract for final signature | In |
|---|---|-------------------------|
| Requirement | Description | Complete B |
| Contract, Exhibits and Appendices | 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 All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract. | Dept LG |
| Name, Address, Contact Person | The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included. | Dept LG |
| Understanding | Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties. | Dept LG |
| 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. | Dept LG Cnty Atty |
| Other Necessary Agreements | All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference. | Cnty Atty |
| 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. | Cnty Atty |
| Term of Contract | Start and end dates of contract are included. Any renewals are included. | Cnty Atty |
| Warranties/Guarantees | Warranties or guarantees give satisfactory protection. | Cnty Atty/Risk |
| nsurance Risk manager has or will approve insurance clauses. Levels confirmed in requirements | | Dept LG |
| Governing Law | overning 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. | |
| Confidentiality Agreements | All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a." | Cnty Atty |
| Printed/Typed Names | Names of all persons signing contracts are printed or typed below signatures. | Router |

| Department Head/Contract Manager | Date 10/13/2022 | | | 10/13/20 |
|--|---------------------|-----------|------------|----------|
| Procurement cluris lacambra | Date 10/13/2022 | | | 10/13/20 |
| Office of Mgmt & Budget Derise C. May | Date 10/13/2022 | as | 10/13/2022 | |
| County Attorney | Date | | | |
| COUNTY MANAC | GER – FINAL SIGNATU | RE APPROV | AL | |
| Taco E. Popey AICP | 10/13/2022 | | | |

Date

5. County Manager

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on October 19, 2022, 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 LIBERTY PARTNERS OF TALLAHASSEE, LLC, located at 113 E. College Avenue, Suite 400, Tallahassee, Florida 32302, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services to provide grant management and consulting services. Said services are more fully described in the *Proposal for Grant Management and Consulting Services*, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Consultant desires to render certain consulting services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, in accordance with the requirements of law and County policy, and based upon Consultant's assurance that it has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of Nassau County to award a contract to 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:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in Exhibit "A".

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Revised 8/12/2022

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with Exhibit "A".

2.2 Services requested by County or County's representative that are in addition to Exhibit "A" will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in Exhibit "A", 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 Exhibit "A". The County Manager, or his designee, under the supervision of the County Manager, 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 begin upon full execution of this Contract by all parties and terminate twelve (12) months thereafter. The term of this Contract may be

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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, amendment or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis only and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

ARTICLE 5 - COMPENSATION

- **5.1** Consultant shall be compensated in accordance with Exhibit "A".
- 5.2 Consultant shall prepare and submit to the County Manager, for approval, invoice for the services rendered, with provided to an а copy 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 <u>Final Invoice</u>: 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, unless otherwise detailed in Exhibit "A". 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. 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.

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ARTICLE 8 - DOCUMENTS

Initials

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 for Grant Management and Government Consulting

 Services attached hereto as 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 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to,

Initials A.

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 12 - INDEPENDENT CONSULTANT

12.1 Consultant undertakes performance of the services as an independent consultant under this Contract 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.

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

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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 not 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 13 – EXTENT OF CONTRACT

- 13.1 This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.
- **13.2** This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

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ARTICLE 14 - COMPLIANCE WITH LAWS

Initials

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 15 - 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 16 – ACCESS TO PREMISES

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

ARTICLE 17 - TERMINATION OF CONTRACT

17.1 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. Consultant shall promptly contact County to make arrangements to render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

17.2 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

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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. Upon receipt of the written notice of termination, Consultant shall immediately render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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 19 – UNCONTROLLABLE FORCES

- 19.1 Neither County nor Consultant shall be considered to be in default of this Contract 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.
- 19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and

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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.

19.3 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay Consultant believes is excusable under this paragraph, Consultant shall notify County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Consultant first had reason o believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITITE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against County. Consultant shall not be entitled to an increase in the Contract price or payment of any kind from County for direct, indirect,

Initials

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 described in this paragraph, after the causes have ceased to exist, Consultant shall perform at no increased cost, unless County determines in its sole discretion, that the delay will significantly impair the value of the Contract to County, in which case, County may do any or all of the following: (1) accept allocated performance or deliveries from Consultant, provided that Consultant grants preferential treatment to County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Consultant for the related costs and expenses) to replace all or part of the products or services 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.

ARTICLE 20 - GOVERNING LAW AND VENUE

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 21 - MISCELLANEOUS

21.1 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.

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21.2 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.

21.3 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) 530-6100, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, 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:

- 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.

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- 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 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

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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.

21.4 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 22 – 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. 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.

Consultant further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to County or other authorized entity consistent with the terms of Consultant's enrollment in the program. This includes maintaining a copy of proof of Consultant's and subcontractors' enrollment in the E-Verify program. If Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating that the subcontractor

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does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the Contract.

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

ARTICLE 23 - 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 24 - 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 25 - 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

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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 26 - FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

ARTICLE 27 - NOTICE

27.1 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:

Jennifer J. Green, CAE, DPL Liberty Partners of Tallahassee, LLC PO Box 390 Tallahassee, Florida 32302 850-841-1726 jennifer@libertypartnersfl.com

27.2 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

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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.

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

ARTICLE 28 - DISPUTE RESOLUTION

28.1 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.

28.2 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.

ARTICLE 29 - ASSIGNMENT & SUBCONTRACTING

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In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor must provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendors agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, will defend the County against such claims.

The Vendor agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Vendor and subcontractor. The Vendor's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Vendor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

Initials /

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

Jeff Gray

Its: Chairman

Date: 10-19-22

Attest as to the authenticity of the

Chair's signature

JOHN A. CRAWFORD Its: Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney

Denise C. May

DENISE C. MAY

LIBERTY PARTNERS OF TALLAHASSEE, LLC

By: Jennifer J. Green

Its: President

Date: ______

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Revised 8/12/2022

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Initials_

Revised 8/12/2022

BOARD OF COUNTY COMMISSIONERS

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

| | NASSAU COUNTY, FLORIDA | | |
|--|----------------------------------|--|--|
| | Jeff Gray Its: Chairman | | |
| Attest as to the authenticity of the Chair's signature | Date: | | |
| JOHN A. CRAWFORD Its: Ex-Officio Clerk | | | |
| Approved as to form and legality by the Nassau County Attorney | | | |
| Denise C. May | | | |
| DENISE C. MAY | LIBERTY PARTNERS OF TALLAHASSEE, | | |
| | By: <u>Jennifer J. Green</u> | | |
| | Its: <u>President</u> Date: | | |
| | | | |

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ATTACHMENT A



Nassau County Proposal for Grant Management and Government Consulting Services

August 26, 2022



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August 26, 2022

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

Dear Marshall:

On behalf of Liberty Partners of Tallahassee, LLC, it is our privilege to provide you with this proposal for a renewal of our grant consulting services for the Nassau County. We believe our initial pilot program was a success with our services including the writing of two grants – the first awarded in the amount of \$500,000 for a very competitive African American Cultural & Historical grant from the Florida Department of State for Evans Rendezvous and a second pending grant through the US Department of Transportation that is still pending. Both were written after significant discussion and bi-weekly meetings with you and your staff.

Established in 2007 by former U.S. Senator Connie Mack and myself, Liberty Partners of Tallahassee, LLC is a government consulting and grant management firm which specializes in the development and execution of successful strategies with local levels of government, state-wide trade associations, non-profit organizations, and corporations. Our firm has a simple philosophy that serves our clients well and separates us from others in the business. As reported in the January 2016 issue of *Florida Trend Magazine*, a guiding principle of our firm's philosophy is to only service a manageable stable of clients on a year-round basis to prevent any possible conflicts of interest among clients and to prevent our team from being stretched too thin in servicing our clientele.

Headquartered in Tallahassee, the Liberty Partners of Tallahassee team is comprised of professionals who have over 50 years of combined experiences, skills and relationships that bolster our client's ability to succeed. Each member of the firm is dedicated to solving your problems and is always available. We offer the personal attention that is only possible with a truly collegial group committed to delivering the highest quality of client service. Liberty Partners has a Woman-Owned Business Certification from the State of Florida (s. 287 and 295.187, Florida Statutes), is wholly owned by Jennifer

J. Green and is a drug free workplace. The firm is comprised of a group of dedicated professionals with diverse experiences, skills and relationships that bolster our clients and their ability to succeed. Each member of the firm is well respected with strong, long-term working relationships within Federal, state, and local government, the business community, and the non-profit association community.

Our firm has provided governmental consulting services to clients ranging from large corporate entities to statewide trade and professional associations and governmental entities. Through a combination of highly personalized service, practical government and private sector experience, and total commitment to our client's objectives, we reach the highest levels of success. Liberty Partners has developed and maintained winning client strategies yielding year-round impact and a positive financial position since opening the firm's doors. We have worked with a wide range of clients and because of this diversity we have received recognitions and gained some of our unique qualifications that include the following:

- Our President has been named by the National Institute for Lobbying & Ethics (NILE) as one of the Top 75 Lobbyists in 2020 nationwide.
- Our firm was named in 2018 as one of Florida State University's Seminole 100 the 100 fastest growing businesses owned by Florida State University Alumni.
- All principals have earned the Designated Professional Lobbyist (DPL) credential from the Florida Association of Professional Lobbyists.
- Our President was awarded the Ken Plante Founder's Award by the Florida Association of Professional Lobbyists for ethical and professional leadership.
- Our President was awarded the Disruption Lobbyist of the Year and a Golden Rotunda Award by *Influence Magazine*.
- Our President has been recognized for her work as a lobbyist by Florida Trend Magazine.
- Our firm members have served on the boards and foundations of the Florida Association of Professional Lobbyists and the Florida Society of Association Executives.
- Our firm members have been featured speakers at many educational, local, and statewide events.
- Our firm is one of only a handful of women-owned governmental consulting firms in the state.
- Our firm members have worked on issues for trade and professional associations for nearly 25 years.

We have the expertise to help continue to achieve the County's grant consulting goals and objectives. We pride ourselves on providing the highest quality of service and are confident that our firm's qualifications and relationships in state government will qualify us to best work with Nassau County to meet your goals and objectives.

Once again, we are pleased to have the opportunity to be considered to work with Nassau County. Please do not hesitate to contact me on my mobile at (850) 528-8809 or via email at jennifer@libertypartnersfl.com should you have any additional questions or require additional information.

Sincerely,

Jennifer J. Green, CAE, DPL

President & Owner

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The Liberty Partners team is comprised of professionals who have over 70 years of combined experiences, skills and relationships that bolster our client's ability to succeed with both local and state elected officials and government. Each member of the firm is dedicated to solving your problems and is always available.

Each of our lobbying (governmental consulting) team professionals with Liberty Partners of Tallahassee are members of the Florida Association of Professional Lobbyists (FAPL) and adhere to a strict code of professional conduct. All principals have earned and maintain the Designated Professional Lobbyist (DPL) credential.

Our team also has the expertise to perform the research and locate grant funding opportunities that will align with our client goals and objectives. We are confident that our grant writer's qualifications and the other team member relationships in both the state and Federal government will qualify us to best work on grant service needs.

The Liberty Partners team will provide you with the results you need. As a client, your needs will be handled by one of the most experienced "boutique" teams in Florida. James Sowinski, Director of Grants Management, and I will personally manage the contract and serve as lead consultants on this engagement. You will have additional support from Tim Parson, Vice President, Adam Potts, Director of Governmental Relations and Ethan Merchant, Governmental Affairs Manager.

Jennifer J. Green, CAE, DPL President jennifer@libertypartnersfl.com (850) 528-8809 - Mobile

Timothy "Tim" Parson, DPL Vice President tim@libertypartnersfl.com (850) 910-2678 - Mobile

Adam Potts, DPL
Director of Governmental
Relations
adam@libertypartnersfl.com
(850) 591-5921 - Mobile

James Sowinski, MBA
Director of Grants Management
james@libertypartnersfl.com
(407) 803-2200 - Mobile

Ethan Merchant, DPL
Governmental Affairs Manager
ethan@libertypartnersfl.com
(850) 699-0470 - Mobile

OUR TEAM

JENNIFER J. GREEN, CAE, DPL

President

Jennifer Green is President and owner of Liberty Partners of Tallahassee, LLC and founded the firm in early 2007 with former U.S. Senator Connie Mack (R-FL). With nearly 25 years of experience in political, lobbying and grassroots activities in the State of Florida she consults primarily on state Legislative and Executive branch issues affecting corporations, trade associations, local governments, and not-for-profits.

Jennifer is the Past Chairman of the Florida Association of Professional Lobbyists (FAPL) and still serves on the board and in numerous volunteer capacities for the organization. She serves as a trustee of the FAPL Educational Foundation and was instrumental in developing the association's Designated Professional Lobbyist (DPL) credentialing program. She was also selected by her peers as the first recipient of the Ken Plante Founder's Award for ethics in lobbying.

Prior to Liberty Partners, Jennifer served as the Deputy Executive Director and lead lobbyist for the Florida Institute of Certified Public Accountants (FICPA). Jennifer headed up the legislative, communications, regulatory, political committee, and membership functions of the 18,000-plus member organization with a \$13 million annual budget. Jennifer's direct staff reports consisted of more than 20 management and director-level employees, and she was responsible for the administration and fundraising efforts of five political action committees totaling more than \$350,000 in contributions per election cycle and a statewide grassroots network with more than 400 individual CPAs. Jennifer has represented the CPA profession as a registered lobbyist before the Florida Legislature and Cabinet for nearly 25 years.

Before her tenure with the FICPA, Jennifer lobbied the Florida Legislature on behalf of the Florida Bankers Association and a private lobbying firm. In addition, Jennifer participated in several statewide Florida political campaigns including the 1992 Bush-Quayle Presidential campaign and former Governor Jeb Bush's 1994 and 1998 campaigns.

In addition to lobbying, Jennifer's background includes experience in many aspects of advocacy including political action committee fundraising, grassroots activities, coalition building, strategic management, communications, member relations and marketing. Jennifer has a wide range of business-related expertise along with a strong portfolio of local government clients that depend on her consulting advice navigating both state and Federal funding opportunities.

Jennifer has worked with several business coalitions and directed the efforts of a group of 27 organizations that successfully defeated a proposed constitutional amendment that would have created a services tax in Florida. Her efforts related to other proposed constitutional amendments in Florida include the 2016 Amendment 4 "Florida for Solar and the 2018 Amendment 3 "Voters in Charge" which gave voters the exclusive right to decide whether to authorize casino gambling.

Jennifer earned her Certified Association Executive (CAE) designation from the American Society of Association Executive (ASAE) after graduating from the U.S. Chamber of Commerce's four year association management program held at the University of Delaware and earned the Designated Professional Lobbyist (DPL) title from the Florida Association of Professional Lobbyists (FAPL). Jennifer



has been a guest speaker at many statewide and national events has been named as one of Florida's best "boutique" lobbying firms by Florida Politics Influence Magazine and has been featured in several issues of the publication. Jennifer serves as a spokesperson for many of her clients on issues relating to legislative and regulatory issues and has developed a strong reputation with many of Florida's most influential news outlets.

Jennifer is a member of ASAE, the Florida Society Association Executives (FSAE) and has served on the Florida Chamber Political Institute Advisory Council, the Florida Chamber CCE and is a past member of FSAE's Board and FSAE Foundation Board and serves as an expert witness in cases related to ethics.

She received her Bachelor of Arts in Political Science from Florida State University and her Associate of Arts from St. Petersburg Junior College. She and her husband reside in Tallahassee, Florida.

TIMOTHY "TIM" PARSON, DPL

Vice President

Tim Parson is the Vice President of Liberty Partners of Tallahassee, LLC. With over 15 years of experience in the Florida Legislature, he has accumulated tremendous insight into state government and the legislative process.

Before joining Liberty Partners, Tim served as the Legislative Affairs Director for the Florida Department of Children and Families where he lobbied the Legislature on issues such as child welfare, human trafficking, and public benefit fraud. While there, Tim was responsible for developing the agency's policy proposals and budget priorities and then leading the legislative advocacy team during the legislative session. Additionally, he served as the lead liaison for the agency before state lawmakers and key stakeholders as the Director of Florida's Children and Youth Cabinet consisting of the secretaries of the Department of Children and Families, the Department of Juvenile Justice and the Agency for Health Care Administration, as well as the directors of the Agency for Persons with Disabilities, the Office of Early Learning, the State Surgeon General, the Commissioner of Education, the director of the Guardian ad Litem Office, and the director of the Governor's Office of Adoption and Child Protection. Tim also served as the Director of the Florida Drug Policy and Advisory Council.

Prior to his tenure in the Executive Branch, Tim served as the Chief Legislative Assistant to two state Senators, including the late Senator Greg Evers. While in these roles, he was responsible for drafting legislative proposals and representing the Senators before select committees. He also spearheaded constituent services in the area working from the district office located in Crestview, acting as a key liaison with local government representatives.

Tim was chosen as a James Madison Institute Fellow for their program designed for "under 40" professionals in the state and previously served as the Vice President of the North Okaloosa Republican Club (NORC). Tim received both his Master's Degree in Public Administration and Bachelor of Science in Economics from the University of West Florida. He also earned the Designated Professional Lobbyist (DPL) title from the Florida Association of Professional Lobbyists (FAPL). He and his family reside in Tallahassee, Florida.

JAMES P. SOWINSKI, M.B.A.

Director of Grants Management

James Sowinski is the Director of Grants Management at Liberty Partners of Tallahassee, LLC. Prior to joining the team at Liberty, James served with the Florida Department of Economic Opportunity as Program Administrator for the Florida Job Growth Grant Fund. Originally hired as a research analyst for this program in 2018 and then promoted in 2021, James's oversight and review assisted the agency during the approval of nearly \$200 million in total awards. James's primary responsibilities included assessment of the degree to which applications met program criteria for award, communication with various DEO divisions and other state agencies, and authorship of the materials used to brief agency leadership and the Governor during project selection.

During his four-year tenure with DEO, James assisted in research and application review for numerous other incentive programs, including the Brownfield Redevelopment Program, Qualified Targeted Industries Tax Refund Program, Community Contribution Tax Credit Program, and the Rural and Urban Job Tax Credit Programs. Prior to his work with the State of Florida, James held a position at the City of Orlando's Economic Development Department, assisting in the functions of planning, permitting, and code enforcement.

James graduated with his Master's in Business Administration from Benedictine College in Atchison, Kansas in 2018. He also completed his bachelor's degree in Management at Benedictine, graduating Cum Laude with additional program honors. James and his wife currently reside in Havana, Florida.

ADAM W. POTTS, DPL

Director of Governmental Affairs

Adam Potts is the Director of Governmental Affairs for Liberty Partners of Tallahassee, LLC and has over 17 years of experience in the Florida Legislative and political process.

Before joining Liberty Partners, Adam served as the Legislative Director for the Florida Public Service Commission (PSC) where he was responsible for advocating on behalf of the Commission on policy and budget issues that effected the provision of safe and reliable utility services. Prior to his time at the PSC, Adam managed a successful State Senate race in the Florida Panhandle and has also served as the Legislative Affairs Director at the Florida Department of Education where he was responsible for developing the agency's legislative priorities. Adam also held a Legislative Affairs position at the Florida Department of Juvenile Justice.

Prior to his time in state government, Adam was the Governmental Affairs Manager at the Florida Institute of Certified Public Accounts. At the FICPA, he was responsible for advocating on behalf of the 18,000+ members, for the administration and fundraising efforts of five political action committees totaling more than \$350,000 in contributions per election cycle, and a statewide grassroots network with more than 400 individual CPAs.

Adam received his Bachelor of Science Degree in Political Science and History from Florida State University. He also earned the Designated Professional Lobbyist (DPL) title from the Florida Association of Professional Lobbyists (FAPL). Adam, his wife and their two daughters reside in Tallahassee, Florida.



ETHAN S. MERCHANT, DPL

Governmental Affairs Manager

Ethan serves as the Governmental Affairs Manager for Liberty Partners of Tallahassee. Before joining Liberty Partners full-time, Ethan served as a Legislative Intern for the firm during the 2017 and 2018 Florida Legislative Sessions. Additionally, Ethan has experience working with grassroots campaigns at the state level. Ethan is responsible for the firm's weekly update to more than 600 recipients, the firm's social media accounts and provides direct client service.

Before moving to Tallahassee, Ethan worked at First Federal Bank of Florida for nearly two years in Bonifay, Florida. Ethan also previously assisted the baseball team and Athletic Director at Chipola College in Marianna by serving as the Athletic Student Manager. Ethan was active in Family, Community, and Career Leaders of America (FCCLA) and Future Business Leaders of America (FBLA).

Ethan earned his Bachelor of Science Degree in Political Science from Florida State University and his Associate of Arts from Chipola College, where he was a member of the Honor's Program and Dean's List. Ethan earned the Designated Professional Lobbyist (DPL) title from the Florida Association of Professional Lobbyists (FAPL). He currently resides in Tallahassee, Florida.

FIRM HISTORY

Originally founded by former U.S. Senator Connie Mack and firm President Jennifer J. Green, Liberty Partners of Tallahassee, LLC is a boutique firm specializing in the development and implementation of successful strategies for corporate, non-profit, and trade association clients.

Liberty Partners is a **State of Florida Certified Woman-Owned Business** and comprised of a group of dedicated professionals with diverse experiences, skills and relationships that bolster our clients and their ability to succeed. Each member of the firm is well respected with strong, long-term working relationships within state and local government, the business, and the advocacy community. Most importantly, Liberty Partners is branded as one of the firms best suited to represent counties like yours before state and regulatory bodies in Florida.

With more than 70 years of combined experience in state and local government, including positions as a chief lobbyist and deputy executive director for a top 10 statewide professional organization, director of multiple state agencies' legislative affairs department, a chief legislative aide to legislators in both the Florida Senate and House of Representatives, former staff members from two Presidential, Gubernatorial and State Senate Campaigns, our team is equipped to meet your needs. The Liberty Partners team has more than a decade of successful private consulting experience for Fortune 500 companies, trade and professional associations, not-for-profits and public and private-sector interests.

We pride ourselves on the fact that every member of the Liberty Partners team adheres to explicit standards of conduct in dealing with public officials, clients, and association leadership and members. In fact, the President of the firm has earned and maintained the Certified Association Executive (CAE) designation that, since inception in 1960, is only held by less than 5,000 association professionals nationwide.



FIRM EXPERIENCE

Liberty Partners has a Woman-Owned Business Certification from the State of Florida (s. 287 and 295.187, Florida Statutes), is wholly owned by Jennifer J. Green and is a drug free workplace. The firm is comprised of a group of dedicated professionals with diverse experiences, skills and relationships that bolster our clients and their ability to succeed. Each member of the firm is well respected with strong, long-term working relationships within Federal, state, and local government, the business community, and the non-profit association community.

Our firm has represented clients ranging from large corporate entities to statewide trade and professional associations and governmental entities. Through a combination of highly personalized service, practical government and private sector experience, and total commitment to our client's objectives, we reach the highest levels of success. Liberty Partners has developed and maintained winning client strategies yielding year-round impact and a positive financial position since opening the firm's doors. We have worked with a wide range of clients and because of this diversity we have received recognitions and gained some of our unique qualifications that include the following:

- Our firm is one of the only governmental consulting firms that offers our clients both direct lobbying for state appropriations and grant writing, grant management and grant compliance both at the state and federal level.
- Our President has been named by the National Institute for Lobbying & Ethics (NILE) as one of the Top 75 Lobbyists in 2020 nationwide.
- Our firm was named in 2018 as one of Florida State University's Seminole 100 the 100 fastest growing businesses owned by Florida State University Alumni.
- All principals have earned the Designated Professional Lobbyist (DPL) credential from the Florida Association of Professional Lobbyists.
- Our President was awarded the Ken Plante Founder's Award by the Florida Association of Professional Lobbyists for ethical and professional leadership.
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- Our President has been recognized for her work as a lobbyist by Florida Trend Magazine.
- Our firm members have served on the boards and foundations of the Florida Association of Professional Lobbyists and the Florida Society of Association Executives.
- Our firm members have been featured speakers at many educational, local, and statewide events.
- Our firm is one of only a handful of women-owned governmental consulting firms in the state.
- Our firm members have worked on issues for trade and professional associations for nearly 25 years.



OUR SERVICES

Liberty Partners' areas of expertise in organizational management, governmental consulting services and grant services include, but are not limited to:

- Policy Development
- Organizational Management
- Business Development
- Economic Development
- Grant Writing and Management
- Grassroots Development
- Public Relations
- Direct Lobbying

- Appropriations
- Procurement
- Community Outreach
- Strategic Planning
- Campaign/Political Activities
- Event Planning
- Social Media
- Association Management

Our team will use our effective researching skills to seek funding opportunities that are in line with the County's goals and objectives. Whether it be through research or through direct communication with state and Federal government contacts, we will ensure that the County is provided every opportunity available to subsidize its needs.

OUR PHILOSOPHY

What sets Liberty Partners apart from other firms is our personal attention and individualized client strategy. Each client receives one hundred percent focus and communication. Day or night, no client call goes unreturned. Bottom line - we solve problems. Liberty Partners of Tallahassee has a simple and proven philosophy based upon several fundamental attributes that have contributed to the effectiveness of our firm.

Experience - Our firm provides a broad range of experience, with all of the tools necessary to provide successful outcomes to meet our clients' overall goals. We are truly a 'one stop' shop. Our collective experience and expertise in a wide variety of areas allows us to be an all-purpose firm for our clients, if needed.

Access - The Liberty Partners of Tallahassee team can access all levels of government in the State of Florida as well as with the Florida Congressional delegation. When action is needed, we provide the team who can get the job done in a fast-paced and ever-changing environment.

Diversity - Our team is comprised of professionals with diverse experiences, skills and relationships which bolster our clients and their ability to succeed. Each member of the firm is dedicated to solving your problems. Every member of our team is always available to work for any client. We offer the personal attention that is only possible with a truly collegial group committed to delivering the highest quality of service. Most importantly, our firm's philosophy is to only service a manageable stable of clients to prevent any possible conflicts of interest among clients and to prevent our team from being stretched too thin to properly serve our clients.

Depth - Each team member has the background to navigate complicated matters by concentrating on personal contact and attention to detail. There is no substitute for hands-on expertise when creating strategy and negotiating with stakeholders on behalf of our clients.

Connection – Our team members have the skills to dig deep into our client's issues and determine the best course of action to achieve results. We connect with those we serve and have what many of our client's say is "skin in the game". Most of all, we are there every step of the way.

In addition to these components, our firm displays effective and appropriate office practices. With a track record of working with Federal, state, and local officials, as well as other stakeholders, our team uses every resource available to adequately meet client goals and objectives. These overall characteristics, combined with extensive knowledge of association management, puts our firm in a solid position to further the County's interest.

GRANT CONSULTING EXPERIENCE

Some of our grant writing and consulting efforts include the following:

Walton County Sheriff's Office – Triumph Gulf Coast: The firm proposed to Triumph Gulf Coast a project for the Sheriff's office for a Developing Resilient Individuals for a Vibrant Economy (DRIVE) program to further develop its current inmate educational services by implementing and building on the Promoting Reentry Success Through Continuity of Educational Opportunities (PRSCEO) model to provide short-term, high quality, structured career education opportunities to select individuals incarcerated in the Walton County Jail, pre and post-release. This application was the first award in Walton County and yielded a more than \$2.5 million grant from Triumph Gulf Coast.

City of Milton - Triumph Gulf Coast Grant: The firm submitted a request for the North Santa Rosa Regional Water Reclamation Facility (NSRRWF) to the Triumph Gulf Coast Board of Directors. The initial proposal was for \$20 million but was then revised to \$9 million due to additional sources of funding obtained since the first application. The City of Milton has been operating a wastewater system in Santa Rosa County since the 1960s. The franchise area covers the entire central region of the county, including key regional economic assets, including the Naval Air Station Whiting Field. Santa Rosa County is one of the fastest growing counties in Florida and this growth has placed continued stress on the existing wastewater infrastructure and is nearing capacity. Because of this wastewater capacity limitation, the City commissioned the design and permitting of a new wastewater treatment facility in 2009. The NSRRWF is a shovel-ready project and designed to fully support new community growth and critical economic development projects in the central Santa Rosa County area. The NSRRWF design uses rapid infiltration basins to eliminate surface water discharges of wastewater effluent into the Blackwater River and associated water bodies of Pensacola Bay to minimize damage to water quality and natural habitats. Additionally, the NSRRWF will allow hundreds of individual septic systems to be abandoned over time.

City of Milton – Florida Department Economic Opportunity - Job Growth Grant Fund: The City has been hard at work seeking matching funds to complete this \$51 million project. The firm located a funding opportunity through the Florida Department of Economic Opportunity (DEO) and the Florida Department of Environmental Protection (DEP). These funds are in addition to the investment of land and

existing operating improvements by the City equaling \$20 million thus far. This project is one of the most important and truly transformational projects in the area for the next several decades. Without this needed additional wastewater treatment capacity, the region will be unable to realize the direct economic opportunities that are on the horizon.

Holmes County Board of County Commissioners – Department of Economic Opportunity Rural Infrastructure Program Grant: This grant was applied for to obtain funding for implementation of new infrastructure along the Interstate 10 corridor that would generate and increase economic development. Funding was awarded in 2021 the amount of \$297,000 to provide environmental and engineering services in preparation of building an industrial park for job creation.

City of Freeport – Department of Environmental Protection Wastewater Grant: This competitive grant was written and awarded in 2021. The funding provides the City of Freeport with wastewater system improvements along the US 331 corridor. This award supported the project through \$6,300,000 worth of funding.

Pensacola Shipyard – Department of Environmental Protection Clean Vessel Act (CVA) Grant Program: In 2020, Liberty Partners helped Pensacola Shipyard obtain a \$32,000 grant to replace the vessel pump out system and provide customers with a quick and convenient option for proper waste disposal.

City of Port St. Joe – National Park Service and Florida Department of State Division of Historical Resources: In 2020 and 2021, Liberty Partners assisted the City of Port St. Joe in obtaining grants to support the restoration of multiple historic structures around the city. These awards, which ranged from approximately \$300,000 to \$500,000, will fund the restoration or renovation of Port Theater, the historic Lighthouse Keeper's Quarters, and the Centennial Building.

Nassau County – National Park Service African American Cultural and Historical Grant: In 2020, Liberty Partners assisted Nassau County in obtaining a \$28,180 grant to complete a historic structure report and assessment on Evan's Rendezvous, a once-prominent jazz club in American Beach. This report will assist the community in planning the restoration of this structure.

Nassau County – Florida Department of State African American Cultural & Historical Grant: In 2022, Liberty Partners assisted Nassau County in obtaining \$500,000 for renovations to Evans Rendezvous. The work on this grant included a multi-faceted approach in creating a compelling narrative for both the ranking committee and the agency staff.

CLIENTS TRUST OUR FIRM

Successful representation at all levels requires hard work, dedication, and a commitment to what is in the best interest of our clients. Do not take our word for it, see for yourself who has trusted their efforts with Liberty Partners of Tallahassee. A list of our current and previous consulting clients in Florida include:

8minutenergy Renewables (2016-2019) AAA Scholarship Foundation, Inc. (2014-2020) Advanced Energy Economy (2015-Present)



Advanced Mobile Filtration Services, LLC (2020)

Alliance to Prevent Legionnaires Disease (2020)

American Association of Diabetes Educators (2014-2018)

American Diabetes Association (2019)

AT&T (2007-Present)

Auto Care Association/Automotive Oil Change Association (2015-2017)

Best Buy Purchasing, LLC (2018-2019)

Callery-Judge Grove (2007-2009)

City of Chipley (2021-Present)

City of DeFuniak Springs (2019-Present)

City of Freeport (2019-Present)

City of Fruitland Park (2020-Present; non-lobbying grant writing)

City of Milton (2016-Present)

Coalition to Protect Florida's Economy (2007-Present)

Connected Nation (2007-2008 non-lobbying consulting)

Dayspring Village (2018)

Disaster, Strategies & Ideas, LLC (2013-2014)

Ebro Greyhound Park (2012-2013)

Environmental Defense Fund (2007-2009)

Expedia, Inc. (2007-Present)

Family Healthcare Centers of Southwest Florida (2007-2009)

Florida Archaeological Preservation Association (2016)

Florida Assisted Living Association (2019-Present)

Florida Attractions Association (2014-Present)

Florida Chamber of Commerce (2016-Present)

Florida Institute of Certified Public Accountants (2006-Present)

Florida Justice Reform Institute (2013-2014, 2017-2018)

Florida Panhandle Natural and Cultural Resources Association (2020-2021)

Florida Power & Light Company (2007-2009)

Florida Quarter Horse Racing Association (2017-2018)

Florida Restaurant & Lodging Association (2016-2018; non-lobbying consulting)

Florida Sheriffs Association (2018-Present)

Franklin County Sheriff's Office (2018)

H2O Applied Technologies (2008-2009 non-lobbying consulting)

Holley-Navarre Water Systems (2019-Present)

Holmes County Board of County Commissioners (2018-Present)

HomeAway (2014-Present)

Humana, Inc. (2008-2017)

IAC/Interactive Corporation (2007)

Jobs for Florida's Graduates (2018-present)

KPMG (2013-2016)

Leukemia and Lymphoma Society (2008-2013)

Lutheran Services Florida (2019-Present)

Nassau County Board of County Commissioners (2021-Present; non-lobbying grant writing)

National Coalition for Public School Options (2015-Present)

New Life Family Therapy, Inc. (2021; non-lobbying grant writing)



NoCasinos.org (2013-Present)

Pensacola Shipyard Boatyard and Marina (2019-Present)

Prestige Health Choice (2008-2009)

Recording Industry Association of America (2007-2011)

Resource International (2007-2008)

Scent Evidence K-9 (2018-Present)

Shell Oil / Arctic Exploration Education (2012-2016)

Stanwood Boom Works (2010-2011)

State Farm Insurance (2015-2016)

Suwannee County Board of County Commissioners (2022-Present; non-lobbying grant writing)

Uber Technologies (2013-Present)

Vestagen Technical Textiles (2009-2010)

VRBO (2015-Present)

Walton County Sheriff's Office (2018-Present)

Wexford Health Sources (2015-2017)

CLIENT REFERENCES

The key to successful efforts on behalf of any client begins with a solid foundation and strong reputation among lawmakers, Legislative and Executive Branch staff, agency staff, other clients and fellow consultants. Liberty Partners gives consent to the County to contact any or all of these clients. A full list of our clients can be at www.libertypartnersfl.com

AT&T, Inc. - Joe York, State President, (850) 591-6001

* The scope of services for AT&T includes communications services tax and general regulatory issues related to the telecommunications industry.

City of DeFuniak Springs - Clay Adkinson, General Counsel, (850) 419-2983

*The scope of services for the city includes economic development, seeking funding for city projects, and over all legislative representation.

City of Fruitland Park - Gary LaVenia, City Manager, (352) 360-6727

*The scope of services for the city includes economic development and seeking grant funding for city projects.

City of Milton - Randy Jorgenson, City Manager, (850) 983-5400 ext. 5

*The scope of services for the city includes securing funding from the Legislature, Triumph Gulf Coast, the Florida Department Economic Opportunity, and other sources for the completion of a \$51 million wastewater treatment facility.

Florida Chamber of Commerce – Mark Wilson, President, (850) 591-2128

* The scope of services for the statewide chamber is all business-related issues including regulatory reform, legal liability reform and issues supporting an overall business-friendly climate in Florida.



Florida Institute of Certified Public Accountants – Justin Thames, Director of Governmental Affairs, (850) 528-2209

* The scope of services for this client includes offering nearly 24 years of experience with all legislative and regulatory efforts, grassroots activities, PAC fundraising and member relations.

Walton County Sheriff's Office – Jerry Bryan, Chief Deputy, (850) 951-4921

*The scope of services for the sheriff's office includes securing funding from the Legislature, Triumph Gulf Coast, the Florida Department Economic Opportunity, and other sources for the completion of a \$3 million child protective investigations and inmate re-entry program.

CURRENT PUBLIC ENTITY CLIENTS

City of Chipley - \$36,000 per year

*The scope of services for the city includes seeking funding for city projects and overall legislative representation.

- Dan Miner City Manager
- Telephone (850) 638-6350
- E-mail <u>dminer@cityofchipley.com</u>

City of DeFuniak Springs - \$80,000 per year for lobbying and grant management services plus 5% of the city's ARPA funds for four years of American Rescue Plan Act funding management and compliance services. *The scope of services for the city includes economic development, seeking funding for city projects, overall legislative representation, grants compliance and monitoring, plus management, reporting, and compliance with requirements associated with American Rescue Plan Act funding.

- Robert Thompson City Manager
- Telephone (850) 892-8500
- E-mail citymanager@defuniaksprings.net

City of Freeport - \$60,000 per year

*The scope of services for the city includes economic development, seeking funding for city projects, and overall legislative representation.

- Mark Martin City Manager
- Telephone (850) 835-2822
- E-mail citymanager@freeportflorida.gov

City of Fruitland Park - \$18,000 per year plus 5% of an award for grant writing, management and compliance services.

*The scope of services for the city includes grant research. Grant writing and grant management are at a rate on a case-by-case basis.

- Gary LaVenia City Manager
- Telephone (352) 360-6727
- E-mail glavenia@fruitlandpark.org



City of Milton - \$60,000 per year

*The scope of services for the city includes securing funding from the Legislature, Triumph Gulf Coast, the Florida Department Economic Opportunity, and other sources for the completion of a \$51 million wastewater treatment facility.

- Randy Jorgenson City Manager
- Telephone (850) 983-5411
- E-mail riorgenson@miltonfl.org

Holmes County Board of County Commissioners - \$24,000 per year for lobbying services plus 10% of the County's ARPA funds for two years for American Rescue Plan Act management.

*The scope of services for the county includes lobbying for appropriations and to utilize our expertise to properly manage, report, and comply with requirements associated with American Rescue Plan Act funding.

- Earl Stafford Chairman
- Telephone (850) 547-1119
- E-mail earlstafford52@gmail.com

Suwannee County Board of County Commissioners - 5% of an award for grant writing, management and compliance services.

*The scope of services for the city includes grant research plus grant writing and grant management on a case-by-case basis.

- Franklin White Chairman
- Telephone (386) 249-1738
- E-mail <u>commissioner5@suwcountyfl.gov</u>

Walton County Sheriff's Office - \$84,000 per year

*The scope of services for the sheriff's office includes securing funding from the Legislature, Triumph Gulf Coast, the Florida Department Economic Opportunity, and other sources for the completion of a \$3 million child protective investigations and inmate re-entry program.

- Michael Adkinson Sheriff
- Telephone (850) 305-6007
- E-mail madkinson@waltonso.org

AVAILABILITY OF KEY PERSONNEL

What sets Liberty Partners apart from other firms is our personal attention and individualized strategy provided to each client. Our business model is to service a small stable of significant clients to prevent any possible client conflicts of interest, to be experts on our client issues, and - most importantly - to prevent our talented team from being stretched too thin to adequately serve our clientele.

Each Liberty Partners client receives 100-percent focus and communication. Day or night, a call from the County will not go unreturned. Our home office in Tallahassee is less than an hour away from Nassau County, allowing our firm to offer the County in-person availability when needed.



In addition, our firm President owns a 17,000 square foot Tallahassee office steps away from the Capitol which has private office space available for use by firm clients while in Tallahassee. This includes individual offices and two large boardrooms available for events and programs. Our office is our client's office in the State Capitol.

GRANT CONSULTING SERVICES AND FEE

Liberty Partners of Tallahassee has the in-depth knowledge and understanding to effectively advise and support the goals, priorities, and projects of the organization and your clients. We do not believe we have any current client conflicts with your organization that would prevent us from being able to provide these services. While the summary below is a proposed fee structure, our firm will work with you and your clients to negotiate a fee that is acceptable and fits into the entities budget constraints.

1. Grant Strategy, Research and Prioritization:

- Assisting in the development of a list of priorities and specific project funding requests (grants) for programs and priorities.
- Identifying which of these priorities and specific project funding requests should be addressed at
 the Federal or state level and assist in developing written material on each request detailing the
 project scope, budgetary impact and the funding request amount sought after by the organization
 and, as appropriate, enlist support from third parties.
- Researching, identifying and recommending potential Federal and state government as well as
 private and not-for-profit grant funding opportunities appropriate for the organization.

The fee for this service is \$45,000 for a 12-months.

2. Grant Writing:

Grant writing takes a unique skill and specific experience in written communication that can be tailored to different audiences. Grants are highly competitive and must be very well-written to be considered eligible; particularly when it comes to significant funding requests. Our approach to successful grant writing that will yield positive outcomes will include the following:

- Carefully assessing each funding opportunity to clearly understand each item requested in the grant
 application and any requirements for receipt of the award.
- Utilizing a storytelling approach for grant writing to best display the funding need and present a
 point of view worthy of awarding funds.
- Incorporating a case study of another similar program where funding was awarded and yielded a
 positive return on investment from that grantee, if applicable.
- Analyzing previously funded grant applications as a guide to develop an effective narrative for the application.
- Assisting the organization's staff in drafting and submitting grant applications, as needed.

The responsibility of the organization applying for the grant will include the following:



- Provide our firm with all pertinent information to draft the grant application, sign off on final grant applications before submission and designate the firm as the point of contact for each grant application, as appropriate.
- Maintain the role of awardee for all grant applications and adhere to any requirements as such.

As you know, many grant applications not only require need statements, program narratives and discussions of impact, but also a budget narrative which is sometimes called the budget justification or budget detail. These items written for the application need to be written by a skilled grant writer who can not only present accurate data but also highlight the key points that prove attractive to the entity awarding the grant.

Liberty Partners will work to create the need statement that: (1) aligns with the grant-making agency's funding opportunity announcement; (2) communicates the organization's experience with the project; and (3) includes several concise – but compelling – anecdotes illustrating the need for the funding.

The fee for this service is up to 1% of the amount of the grant application. The County and the contractor shall discuss the viability of each grant opportunity on a case-by-case basis.

3. Grant Management and Compliance:

- Laying out all terms and conditions of the grant award, including payment processes, cost sharing, and program income requirements.
- Helping the organization create a strategic plan for accomplishing grant goals and objectives, including assisting with the hiring process, providing and implementation of a grant tracking module to show grant requirements and expectations.
- Supporting the organization in meeting required financial and performance reporting requirements.
- Guiding the organization through changes in budget or scope that determine grant eligibility.
- Supporting the communication process between the organization and the awarding agency.
- Guiding the organization through grant close out issues including final reports.

The fee for this service is 5% of the amount of the grant award or maximum allowable under the grant award – whichever is greater.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2022

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 | NAME: Graham Demont | | | | | |
|---|--|--------------------------------|-------|--|--|--|
| Demont Insurance Agency, Inc. 3375-I Capital Circle NE | PHONE (A/C, No, Ext): 850-942-7760 | FAX (A/C, No): 850-942-7760 | | | | |
| Tallahassee FL 32308 | E-MAIL ADDRESS: documents@demontinsurance.com | | | | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC# | | | |
| | INSURER A: Valley Forge Insurance Compar | ny | 20508 | | | |
| INSURED LIBEPAR-C | -01 INSURER B : Continental Casualty Company | | 20443 | | | |
| Liberty Partners of Tallahassee, LLC PO Box 46 | INSURER C : Associated Industries Insurance | Company | 23140 | | | |
| Tallahassee FL 32302 | INSURER D : Certain Underwriters At Lloyds | | | | | |
| | INSURER E : | | | | | |
| | INSURER F: | | | | | |

COVERAGES

CERTIFICATE NUMBER: 907206693

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.

| NSR TR | | TYPE OF INSURANCE | | SUBR | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | S |
|-----------|--|---|------|--------------|---------------|----------------------------|----------------------------|--|------------------------|
| Α | X | COMMERCIAL GENERAL LIABILITY | Υ | Υ | 6024757710 | 3/25/2022 | 3/25/2023 | EACH OCCURRENCE | \$ 1,000,000 |
| | | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GEN | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | X | POLICY PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | OTHER: | | | | | | | \$ |
| Α | AUT | OMOBILE LIABILITY | | 6024757710 | 6024757710 | 710 3/25/2022 | 3/25/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | | OWNED SCHEDULED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | \$ |
| | Х | 111011 | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | | \$ |
| В | Х | UMBRELLA LIAB OCCUR | | | 6024760266 | 3/25/2022 | 3/25/2023 | EACH OCCURRENCE | \$ 1,000,000 |
| | | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ 1,000,000 |
| | | DED X RETENTION\$ 10 000 | | | | | | | \$ |
| С | | RS COMPENSATION | | Y AWC1178858 | 3/2/2022 | 3/2/2023 | X PER OTH- | | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | N/A | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | 17.0 | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | If yes | s, describe under CRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| D | Profe | essional Liability | | | MPL4903691.22 | 8/20/2022 | 8/20/2023 | Aggregate Each Claim | 1,000,000 1,000,000 |

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 listed as an additional insured including ongoing and completed operations with respect to the general liability policy when required by written contract. Waiver of subrogation applies in favor of Nassau County Board of County Commissioners with respect to general liability and workers compensation when required by written contract. Nassau County Board of County Commissioners is listed as an additional insured on a primary and noncontributory basis with respect to the general liability and workers compensation policy when required by written contract. We will endeavor to provide 30 day notice of policy cancellation.

| CERTIFIC | ATE | HOL | DER |
|----------|-----|-----|-----|
| | | | |

CANCELLATION

Nassau County Board of County Commissioners 96135 Nassau Place 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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