

# **NASSAU COUNTY**

Statement of Qualifications

RFQ No. NC23-028

Professional Assistance to Create Vision Plan and Provide Comprehensive Plan Revision Services



III halff



April 26, 2023

Nassau County
Board of County Commissioners
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097



# RE: Professional Assistance to Create Vision Plan and provide Comprehensive Plan Revision Services (RFP NO. NC23-028)

Members of the Evaluation Team:

To embark on the journey of tomorrow, we must first acknowledge the importance of the past. Looking ahead to the next 200 years, it becomes crucial to formulate a visionary plan for Nassau County that paves the way for a prosperous and sustainable future. The choices make today will have a significant impact on the community's direction for generations to come. It is our team's responsibility and passion to partner with you in creating a legacy that you can be proud of.

This vision plan will celebrate the rich history of Nassau County, while imagining and preparing for its bright future. Our team believes that by honoring the past and embracing the future, we can create a vibrant and sustainable community that will be a model for other counties to follow. To achieve this, our team will be using a collaborative approach that brings together community leaders, stakeholders, and residents to help shape the vision for Nassau County.

A comprehensive vision plan for Nassau County must consider various factors, including economic development, environmental sustainability, land development patterns, social equity, and infrastructure improvements. By prioritizing these areas and many more to be discovered throughout the planning and engagement process, we can begin developing a roadmap for how you will achieve your goals. Our team will create a framework for future decision-making that is grounded in thoughtful planning and informed by the lessons of the past, and the citizen's vision for their future. Specifically, our plan will focus on a few of the following key areas:

- Celebrating the Past. We will work to identify and celebrate the unique history and culture of Nassau County. This will include preserving historic landmarks and sites and promoting the area's arts, culture, and traditions.
- Imagining the Future. We will work with a diverse group of stakeholders and residents from every part of the county and many different backgrounds to envision the future of Nassau County. This will include exploring new and innovative technologies, planning for sustainable growth, and promoting economic development.
- Planning for Resilience. We will work to make sure that we not only preserve and protect the natural features
  and environment throughout the county, but we develop a comprehensive approach to preparing individuals,
  communities, and organizations to withstand and recover from shocks and stresses, including those related to
  environmental, fiscal, economic, and social factors that affect our daily lives.
- Enhancing Connectivity to Community Resources. We will work to improve transportation and mobility options in Nassau County, ensuring that residents and visitors can easily move around the county.
- Supporting Economic Development. By listening and understanding what your residents want in their vision for the future, we will help you craft will enhance economic opportunities and attract the right kind of growth and prosperity.

To help achieve this vision, Halff has teamed with **CivicBrand**, **Code Studio**, **Geo One Tech**, **SB Friedman**, and **Urban3**. Together, we bring a wealth of knowledge, experience, and creative energy to the table. Our combined expertise in urban planning, economic development, branding, codes and design standards, mobility and transportation, and community engagement will enable us to deliver a comprehensive and compelling vision plan that truly reflects the aspirations and needs of Nassau County and its residents.

CivicBrand is a well-respected branding, storytelling, and communications agency that specializes in helping communities articulate their unique identity and values. Their expertise in messaging, design, and public outreach will be critical in engaging with Nassau County's residents and stakeholders and verifying that the vision plan is both compelling and accessible.

Code Studio's approach to zoning is rooted in the principles of character-based codes, which prioritize the physical form and character of buildings and public spaces over the specific uses that occur within them. By focusing on the physical form of the built environment, Code Studio helps communities create more walkable, sustainable, and economically vibrant places that are better suited to meet the needs of their residents and visitors.

Geo One Tech's data-driven approach to engagement and transportation planning makes sure that the decisions you make today take into consideration the technological advancements of tomorrow. Incorporating data-driven modeling into your multi-mobility solutions will make sure that your future is protected, and the valuable resource of land is not overtaken by the unnecessary lanes of roadways and unused pavement.

SBFRIEDMAN SB Friedman brings a wealth of expertise in economic development and financial analysis. Their team of seasoned professionals has worked with communities across the country to create thriving and sustainable economies, and their insights and recommendations will be invaluable in crafting a long-term vision plan for Nassau County.

URBAN3 is a leading-edge consultancy that specializes in analyzing and visualizing complex data related to land use, infrastructure, and tax policy. By leveraging Urban3's cutting-edge tools and techniques, we can gain a deep understanding of the economic and spatial dynamics that shape Nassau County's development patterns, and utilize this knowledge to craft a vision plan that maximizes the County's potential.

Our team has extensive experience in developing vision plans for communities across the country, and we are confident that we can deliver a comprehensive and actionable plan for Nassau County that will help guide its growth and development over the next 200 years. We are committed to meeting the proposed timeline and commit the resources necessary to create this visionary plan that celebrates the past 200 years of history while forging a unified and collaborative story for the next 200 years.

On behalf of the Halff team, I thank you for your consideration of our proposal. We look forward to the opportunity to work with Nassau County, its leadership, and most importantly its citizens and vested stakeholders to create a vision for the future that **celebrates the past and imagines tomorrow.** Together, our entire team desires to be your trusted community partner in the development of this next chapter in the story of Nassau County.

Brennan Kane, Associate AIA Director of Planning | Project Manager 214.217.6645 | bkane@halff.com





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# Tab 3 – Experience and Qualifications

# **COMPANY PROFILE**

Halff is an employee-owned, full-service planning, engineering, and architecture firm headquartered in Richardson, Texas. The firm provides services throughout the Southeast from 30 offices in Florida, Texas, Arkansas, Oklahoma, and Louisiana. The firm's staff of 1,400 includes planners, engineers, architects, scientists, and surveyors. The firm was founded in 1950 by Albert H. Halff, PhD-Eng., PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service, and commitment to quality. We are an innovative firm committed to providing value with creative solutions to design challenges.

Our people are individuals with diverse, yet complementary, professional backgrounds. Most of our professional staff started with Halff straight out of college and have grown in their careers knowing the commitment to quality which is the cornerstone of the firm. We know this attribute, more than any other, allows us to maintain a loyal client base. We are members of a company built on integrity, technical knowledge, and commitment to client service.

### UNIQUE QUALIFICATIONS

Halff understands there are many important qualifications to selecting a qualified planning and engineering firm. We have assembled a highly-qualified team with a proven history of working together and specialized experience in all aspects of the anticipated project. Our team is committed to the success of Nassau County and will apply our experience to:

- Be available and immediately responsive
- · Listen to and understand your objectives
- · Understand associated permitting requirements

# Knowledge of and Compliance with State and Local Laws

Our office has been operating in Florida for over 20 years, with many staff who are familiar with State and Local laws. Our team is well-versed in the County's and the State's requirements, ordinances and statewide legislation. Clear communication with the County and permitting agency staff is vitally important for the success of any project. Whether, local, state or federal, we approach regulatory agencies as important stakeholders in every project over which they have jurisdiction. Our staff have familiarity with Nassau County's procedures, requirements and general geography.

### HALFF BY THE NUMBERS









### AREAS OF SPECIALIZATION

Halff's areas of expertise include the following:

- Planning & Landscape Architecture
- Architecture
- Construction Services
- Energy
- Environmental
- Federal

- Intelligent Transportation Systems
- Land Development
- MEP Engineering
- Public Works
- Right of Way
- Subsurface Utility Engineering
- Utility Coordination
- Surveying
- Transportation
- Water Resources
- Water/Wastewater



# Planning and Landscape Architecture Philosophy

Halff's Planning and Landscape Architecture Practice possesses 30+ years of expertise in comprehensive planning, engagement, and strategic planning. This expertise will all come to play in developing a realistic roadmap for your project.

Visioning and community planning is a major focus of what we do, allowing us access to a deep pool of planning resources. Our proposed staff are available and deeply committed to this effort for Nassau County. Additionally, Halff has an established reputation for delivering our projects on schedule, and we are timely in our work and responses to our clients and the public.

Our approach to visioning and comprehensive planning combines our team members' cumulative experience developing high quality comprehensive plans, with our additional broad experience in developing more than 150 special area plans and revitalization programs. Beyond planning and design, we assist our clients with focusing on implementation, through drafting land development incentives and regulations, design guidelines and covenants, capital improvement programs, and funding applications. From project initiation and scoping through planning and implementation, Halff provides a full range of services geared to addressing the challenges and opportunities facing your community.

**PLACE** 

Our legacy is embodied

to life. Our ideas create

inspiring and usable places

which foster strong, lasting

connections for the people

in the places we bring

#### **PEOPLE**

We transform the lives of the people we serve. Our ideas serve the people who use them through an informed understanding of their needs and desires for moving forward.

### **PLANET**

We are stewards of our environment. Our ideas preserve and conserve our most valued assets and focus on creating sustainable and resilient outcomes.



# PROSPERITY We understand to

who use them.

We understand that an enduring future must also be fiscally sustaining. Our ideas embrace the difficult decisions necessary to create opportunities to grow and create lasting value.

OUR CORE VALUE PILLARS: PEOPLE, PLACE, PLANET, AND PROSPERITY



### **Public Engagement**

The following describes and highlights the suite of tools our team is prepared to utilize throughout the outlined approached. While digital tools will be important to enhancing the planning process, Halff strives to balance our use with skilled and creative use of traditional planning and engagement methods. There is no replacement for person-to-person connection. Halff will work with your team to create a welcoming, responsive, innovative, and participatory process for Nassau County.

# Scenario Development, 3D Modeling, and Visualizations

A picture speaks a thousand words. Halff has the expertise to create high-quality graphic plans and 3D visualizations to help communicate the "vision" and intent for the project. In this way, we can explore options and alternatives quickly and get a real idea as to what the proposed strategy or improvement may look like when built. Halff's visualization team transforms designs into 3D simulations that bring projects to life — offering a more tangible representation of the design than lines on paper could ever hope to achieve. Utilizing state-of-the-art software and hardware, we provide a multitude of dynamic capabilities for analysis and interactive understanding. Our visualizations range from artistic, freehand-style sketches to photorealistic 3D animations.

### **Engagement Toolbox**

Public engagement is one of the cornerstones of our team and is part of the value we bring to this project. Collectively, we are true believers in the Jane Jacobs quote that says, "Cities have the capability of providing something for everybody, and only when, they are created by everybody." We have found that the typical public engagement process is broken, officials are planning "for" communities rather than "with" communities. Collaboratively as a team, in partnership with Nassau County staff and civic leaders, we are on a mission to change the process. Our mission, and what we desire for this planning process, is for individuals to be inspired, educated and involved, and to ultimately help shape the future of their own county, city, and community. We want Nassau County staff to be supported and obtain the information and buy-in they need to be successful. We want residents, developers, and business owners to be heard, involved, and supported so they continue to live, work, play, and invest in the community. This can be achieved through meaningful and diverse public engagement.

We have developed a robust toolbox of custom engagement tactics, tools, and resources allowing us to reach each audience on their own terms. Collectively we utilize a wide range of traditional and digital engagement tools to reach individuals where they are, at the right time, with the right message.













### **Engagement for All**

- Youth activities to get the citizens of tomorrow engaged. We will provide a variety of activities for residents of all ages at our community events. In addition, we will develop partnerships with the schools and youngprofessional groups to engage and encourage participation in the community visioning process.
- Reaching underserved communities through tactical and intentional engagement, this may be through posting pamphlets throughout the County, reaching out to churches, collaborating with community-based organizations, or other methods.
- Public information booths will be strategically placed to augment public open houses to provide participation opportunities for those unable to come to the events. In addition, public information booths will be designed so that individuals have access to the same type of material and engagement tools utilized at public open-house events.
- **Meeting in a box** is a tool that enables anyone in the community to step up and gather input from their neighbors, friends, and colleagues. A quick training guide gives them the tools to answer most questions and the resources to create a dynamic experience for workshop attendees.
- Designing walking tours where people can identify what makes a place good and their vision. Walking tours can help get people out of their houses, engage with their residents, and think about what makes a place special and unique. From the feedback we receive during this exercise, we can look towards the future to promote placemaking.
- Ask for honest feedback on how it's going and make adjustments along the way. There is not a one-size fits all solution to engagement. To make sure we are reaching the widest range of residents; we may need to adjust along the way. We will continually ask the public how we're doing, what we can do to improve, and what kind of activities they would like to participate in.

# **Ongoing Engagement & Education Opportunities**



#### COMMUNITY FORUM

The Community Forum will consist of informal gatherings that take place on a monthly or bimonthly basis to provide updates to community members about the progress of the plan, answer frequently ask questions, and encourage participation in events and surveys. Providing this communication from the beginning to the end of the process will build trust and provide the opportunity to gauge the pulse of the community.

### **EDUCATIONAL VIDEOS**

Our team will prepare engaging videos that tell the story of the Nassau County Vision and Comprehensive Plan process. Emphasis will be placed on sharing key information and educating the public about relevant concepts or vocabulary. Each video, focusing on a topic or element of the Plan, will become supporting material for public meetings, the project website, social media, and for plan ambassadors. Neighborhood groups, non-profits, and other organizations will be able to use the videos as resources for their own discussions.



# **PODCAST**

Podcasting and its audience continues to grow for just this purpose. This platform will provide our team the opportunity to create dialogues with local leaders, guest speakers, and experts about planning and the future of your community. Community members, no matter their schedule, will be able to tune in and join conversations about the planning process and what it means for Nassau County.



### TACTICAL ENGAGEMENT

We can construct temporary installations to engage and activate spaces so that stakeholders can experience the potential change of infrastructure improvements in person while testing design components.



# FRONT PORCH CONVERSATIONS

Informal conversations can punch above their weight for getting the word out about local activities such as building a vision plan or updating the comprehensive plan. Front porch conversations will be a way for you and our team to meet residents in their communities at their local park, in their community garden, and on their front porches. We will talk candidly about what they want for their future and the role of comprehensive planning in making it a reality. These conversations will be relaxed and approachable, which will help us reach those who may not attend a more formal meeting. Front porch conversations can be paired with neighborhood tours and pop-up events.



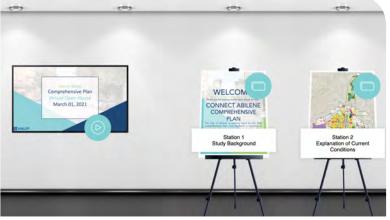
### Virtual Engagement

- Project website. A project website will contain up-to-date project information and public comment sections, a calendar of events, project videos, podcasts, and any other types of relevant information for the planning process. We will use the project website as a primary means of keeping the community informed and involved.
- Virtual Engagement Rooms. We can create
  a virtual room that mimics the experience of a
  traditional open house. Users can explore different
  stations and watch videos and participate in
  engaging questions like map pin drops and visual
  preferences exercises.
- Cinematic Storytelling. A comprehensive plan is a vision, and there is no better way to share a vision than through cinematic storytelling. Our team will be filming and documenting the engagement process so that the plan begins to take form as we have those conversations. Our solution, as presented will feature mini-short stories detailing the planning process and educating the citizens and leaders on critical topics.

- Virtual Meetings. We can conduct live virtual meetings, with call-in options, that allow users to hear from, engage, and ask questions from anywhere. We can put individuals into separate breakout rooms to dive into specific topics that pique their interests. "Live" meetings are also recorded so they can be watched at any time.
- Interactive Mapping. We can augment public surveys with online mapping tools to solicit feedback on a wide range of topics and geographies. Interactive online maps can allow participants to answer structured questions or to spatially identify issues through the application of 'pins,' 'lines' or 'polygons.'
- Instant Polling. During public meetings, we can utilize instant polling technology to show responses in real-time. Instructions for live polling will be distributed and presented before the first polling question.

For more information about our robust technology and how we incorporate it into our public engagement strategies, see Tab 8.







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# **## halff**

## SUBCONSULTANTS







CODE STUDIO

# CivicBrand Public Engagement

CivicBrand specializes in city and district branding, public engagement, and destination marketing. They work with communities to foster civic pride and attract talent, tourism, and investment through authentic, story-telling engagement that ties directly to place and to economic development. CivicBrand partners with planning consultants to help both the city and consultant deliver more effective planning projects through project branding, public engagement, and project communications. Project branding elevates the planning process by reaching and inspiring stakeholders to get involved. CivicBrand has partnered with Halff on five recent comprehensive plans throughout Texas, Oklahoma, and New Mexico.

### **Code Studio**

**Character & Land Development Code** 

Code Studio has extensive planning and

implementation experience which yields vibrant, mixed-use, walkable communities through creative urban infill, incremental redevelopment, and transformational change. Their approach focuses on translating planning and design concepts into regulatory language to create the physical "place" envisioned by a community. Their experience in Florida includes their current work on an update to the City of Sarasota's *Engineering Design Manual*. Code Studio will be working with Halff on a code audit to help manage the implementation of the new comprehensive plan for the City of Tallahassee. Their additional Florida work includes supporting Winter & Company on the preparation of historic design guidelines for West Palm Beach, and as the lead consultant for the preparation of a new growth management code for the City of Fort Myers.

Nassau County
Guide on Criteria
Selection of
Transportation
Projects.



MARCH 27, 2019

Nassau County, Planning and Economic Department (PEO)

DRAFT





# Geo One Tech (GOT) Transportation

GOT develops appropriate automated plans and systems to help resolve client concerns and

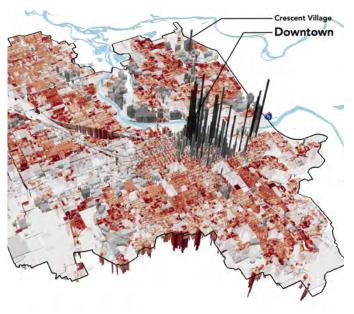
effectively automate iterative processes. They utilize data from both unstructured and structured sources to methodically examine and help identify clear solutions. GOT has consulted and supported a cumulative investment portfolio of over \$1.7 billion in Florida, and has experience with clients such as local municipalities, the rail industry, and FDOT. GOT has provided technical assistance to Nassau County since 2009. These services have included concurrency calculations and small area traffic studies technical support, DRI reviews, sidewalk and speed hump policy, fee in lieu, mobility calculator, *County Traffic Study Guide and Manual*, project priorities, ENCPA inception in 2010 to mobility fees, 2010 Comprehensive Plan updates, evaluation and appraisals, policy and guidelines, strategic policy guidance pursuit of alternative funding for maintenance such as CR 121.





# **SB Friedman** SBFRIEDMAN Market & Economics

Founded in 1990, the firm has extensive experience in bringing together economics and planning to provide action-oriented development advice. They have served as an analyst and advisor for \$4.9 billion of public funds that were part of \$27.5 billion in development projects over the past 12 years. SB Friedman has been working in the state of Florida since 2012 and has completed or are currently engaged in multiple assignments, including the Market/Financial Feasibility Analysis for HART TOD Pilot Study (Hillsborough Area Regional Transit Authority), Northwest Jacksonville Connects TOD Plan (Jacksonville Transportation Authority), Market/Economic and Land Use Analysis for the US 19 Corridor (Forward Pinellas/Pinellas County), Target Employment and Industrial Land Study (TEILS) Update (Forward Pinellas), Penny IV Policy Guidelines & Program Implementation Support (Pinellas County). Their work has ranged from site/corridor planning to policy and implementation strategies. This breadth of work in the state provides them with a deep understanding of Florida's unique characteristics and challenges.



# **URBAN3**

### Urban3 **Fiscal Resilience**

Urban3 is a real estate economics firm that maps the financial health of built environments to inspire communities of all sizes to think differently about development, land use, and public policy. Urban3 has teamed with Halff on multiple projects throughout the Southeast. Urban3 is a leader in visualizing economic productivity using 3D modeling software, as well as designers of graphics that communicate the financial impact of public policy and land use. Joe Minicozzi will lead the Fiscal Health and Resiliency Analysis. Joe is a city planner and urban designer who is passionate about working with cities and towns of all sizes to help them reach their full economic potential by cultivating their unique sense of place. Joe excels at building relationships, public/private partnership strategy, community facilitation, and project management.



### **Applicable Project Experience and Overall Experience**

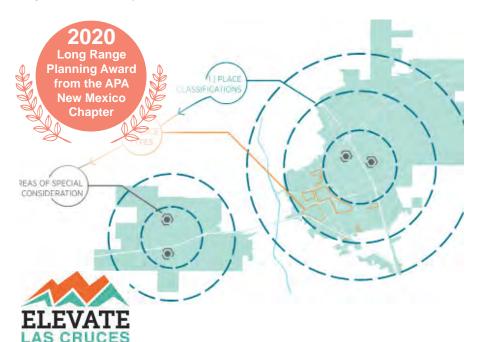
Halff is one of the nation's leading planning, engineering and architecture consulting firms. Our firm has developed well over 150 master planning projects spanning three decades. Our seasoned professional experience enables us to formulate innovative strategies and recommendations which are specifically calibrated to meet the needs of those with whom we work. Our portfolio reflects our ability to approach community visioning and development solutions through the lens of our clients – whether it includes a focus on growth, infrastructure, transportation, facilities, economy, branding, community character, or resiliency. Many members of the Halff team possess both private and public sector experience and have an enhanced understanding of how to draft an implementable comprehensive plan. The subsequent project sheets include comprehensive plans and plans of other types related to this request for proposals.

RELEVANT PLANNING EXPERIENCE	Population Size	Visioning Exercises	Online & Social Media	Citywide Opinion Surveys	Open Houses/Design Charrettes	Future Land Use & Character	Growth Capacity & Infrastructure	Mobility & Thoroughfares	Parks & Trails	Economic, Marketing, or Fiscal Analysis	Integrated Special District/ Catalyst Area Planning	Integrated Sub-Plans	Urban Design, Placemaking & Branding	Implementation Action Plan	Regulations and Ordinances	CIP and Cost Projections	Retained for Follow-Up Services
Connect Abilene 2040 Comprehensive Plan, TX	124k	•	•	•	•	•	•	•	•	•	•	•		•			
NEXT Broken Arrow Comprehensive Plan, OK	108k	•	•	•	•	•	•	•	•	•	•		•	•		•	•
ELEVATE Las Cruces Comprehensive Plan, NM	102k	•	•		•	•	•	•	•					•			
East Edmond 2050 Plan, OK	94k	•	•	•	•	•	•			•	•			•		•	•
Temple Comprehensive Plan, TX	76k	•	•	•	•	•	•	•	•	•			•	•			•
Leander Comprehensive Plan, TX	53k	•	•	•	•	•	•	•			•			•			
Texarkana Visioning Plan, TX	38k	•	•	•	•	•	•	•	•				•	•			
Cibolo Comprehensive Master Plan, TX	28k	•		•	•	•	•	•	•	•	•	•		•		•	•
Future Forney Comprehensive Plan, TX	23k	•	•	•	•	•	•	•		•			•	•			
Mustang Comprehensive Plan, OK	21k	•	•	•	•	•	•	•	•		•		•	•			
Uniquely Boerne! Comprehensive Plan, TX	17k	•		•	•	•	•	•	•				•	•			•
Forward Fate Comprehensive Plan, TX	22k	•	•	•	•	•	•	•	•	•	•	•	•	•	•		•
Bastrop Comprehensive Plan, TX	9k	•	•	•	•	•	•	•	•	•	•			•	•	•	•
Lake Dallas Comprehensive Plan, TX	8k	•		•	•	•		•	•		•	•	•	•			•
Lampasas Comprehensive Plan, TX	7k	•		•	•	•	•	•						•			



# **Elevate Las Cruces Comprehensive Plan**

City of Las Cruces | Las Cruces, NM



### PROJECT RELEVANCY

- Project branding
- Visioning
- Community engagement
- ✓ Illustrative plan
- Implementation program
- Data-driven planning

Las Cruces is the second largest city in the state of New Mexico. A cultural crossroads in the heart of the historic Mesilla Valley, Las Cruces' arid location and climate require a pro-active community-wide approach to natural resource conservation and environmental, fiscal, and social sustainability. To meet these demands, the City commissioned Halff to prepare a full comprehensive plan update focused on sustainability.

Branded 'Elevate Las Cruces,' the comprehensive plan was developed to integrate elements of the American Planning Association's Sustaining Places Best Practices to guide future development in a sustainable manner. The physical framework component presents a place-based Future Development Program and a context-based Future Thoroughfare Program.

Elevate Las Cruces was developed around a scenario planning process that generated a "preferred" growth model of compact development focusing on infill and the concentration of new housing and commercial construction within mixed-use town and neighborhood centers. The corresponding policy framework includes a robust series of goals, policies, and actions organized into three overarching themes:

Community Environment, Prosperity, and Livability. Highly effective engagement strategies included community sub-committees for each of the three central themes, a weeklong design charrette, and successful community participation at multiple outdoor events.

**Link**: <a href="http://elevatelascruces.com/news/elevate-las-cruces-is-available-for-viewing">http://elevatelascruces.com/news/elevate-las-cruces-is-available-for-viewing</a>

Size/Population: 102k

Completed: 2020

Scope: Comprehensive Plan and Parks System Master Plan; 102,000 Population; Level of service assessment, conditions assessment, open space lands, scenario planning, fiscal impact analysis, design charrette, future land use and future thoroughfare planning, public outreach and engagement, visioning and goal development, implementation program



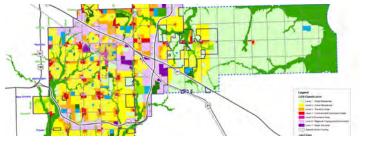
# NEXT Broken Arrow Comprehensive Plan & Parks & Recreation Master Plan

City of Broken Arrow | Broken Arrow, OK



#### **PROJECT RELEVANCY**

- Forward thinking policy
- Scenario planning and fiscal assessment
- Small area planning
- **⊘** Implementation program
- Project branding
- Community engagement
- ✓ Branding/public engagement process



Broken Arrow is the fourth largest city in Oklahoma with more than 108,000 residents, and is expected to grow to nearly 140,000 by 2040. As a growing community with a history of successful planning efforts, the City hired Halff to update the 1997 Comprehensive Plan and the 2008 Parks and Recreation Master Plan simultaneously.

The plan vision was developed through extensive public engagement and scenario planning. Community-driven alternative development scenarios were developed during a week-long design charrette to identify different ways the community could grow, which informed the eventual future land use plan and parks master plan map. Three total advisory committees were established for the two plans and there were more than 1,200 responses to the online survey.

Broken Arrow Comprehensive Plan Link: <a href="http://bit.ly/36eXSuD">http://bit.ly/36eXSuD</a>

Broken Arrow Parks and Recreation Master Plan: http://bit.ly/358amV7

Size/Population: 108k

Completed: 2019

**Scope:** Comprehensive plan, existing baseline assessment, public engagement, quality of life recommendations, implementation

strategies

We were privileged participants in a process that was open, transparent, and inclusive as developed by the consultants and city staffers.

Stacey Bayles, Director of Association Issues, Broken Arrow NEXT

Comprehensive Planning Advisory Committee





# **Forward Fate Comprehensive Plan**

City of Fate | Fate, Texas



#### **PROJECT RELEVANCY**

- Scenario planning and fiscal assessment
- Community engagement, speaker series, cinematic storytelling
- Small-area planning, implementation
- Unified development code update
- Fiscal checklist
- Small area and neighborhood planning sub-area plans
- Included follow-up implementation of update to unified development code and codification of fiscal tools and recommendations

The City of Fate has seen exponential growth over the past decade, and is expected to grow by 200 percent over the next 20 years. Halff developed a new community blueprint that was grounded in fiscal resiliency, and incorporated Strong Town Principles so that future growth and development within the community could be sustainable and affordable minimizing the financial burden on the residents of the community.

Working with city staff and a diverse steering committee, a character based future land use plan was created to compliment the communities existing character while maintaining a sense of uniqueness and rural character the community wanted to preserve. A "fiscal checklist" was established based on seven core value statements generated during an extensive engagement process that included input from youth to adults and seniors.

As part of the planning process, our team created two sub-area plans focused around the communities downtown and I-30 corridor. These sub-area plans provided a framework of flexibility based on the built environment and future market needs of the city. To support and compliment the future land use plan, a series of design standards were created to support the urban, pedestrian, and built environment character the community desired for future development. This flexible framework was incorporated into a land development code update and our team utilized several "implementation bootcamps" to teach the staff and development community how to incorporate these standards into future development plans.

A Strategic Playbook was created to provide the City with deep dives into critical topics and issues outside of the traditional planning elements of a comprehensive plan. This strategic playbook included immediate action steps, recommendations, and techniques to assist city leaders and stakeholders in taking the next steps.

Size/Population: 22k

Completed: 2021

Scope: Enhanced engagement, cinematic storytelling, scenario modeling, fiscal resiliency, downtown & special area planning, fiscal checklist, design standards

### Link

https://forwardfate.com/



# **Connect Abilene 2040 Comprehensive Plan**

City of Abilene | Abilene, TX



#### **PROJECT RELEVANCY**

- Scenario planning
- Community engagement
- Project branding
- **⊘** Implementation program
- Fiscal analysis

Halff was hired to update the Comprehensive Plan to better reflect the community's vision. A diverse and comprehensive stakeholder engagement platform was developed as part of the plan so that the outcome of the plan is representative of the community. The engagement plan includes public open houses both virtually and in person, a design studio, community survey, stakeholder meetings, advisory committee meetings, a project website, and input opportunities at community events. The forward-thinking plan will include a graphically enriched policy document and educational short films on the elements of the Comprehensive Plan. The implementation development program will provide recommendations for short-, mid-, and long-range action items with the associated entity responsible for the item to provide structure and an implementable process for the Plan. The action items will align with the city's budget and financial planning process for long-term success.

Size/Population: 124k

Completed: 2023

**Scope:** Comprehensive Plan, public workshops, online

engagement, scenario planning



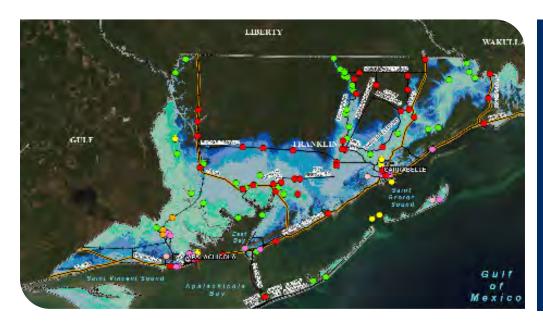
The team at Halff are nothing but professional. They are responsive, on-time, and on-budget. They often go above and beyond to ensure the product is not only what we need but usable for every citizen in our community. No doubt they will make our short-list of candidates for future projects.

Cheryl Sawyers, Former Planning Services Manager, Planning & Development Services, City of Abilene



# **Regional Vulnerability Assessment**

Apalachee Regional Planning Council (ARPC) | Counties of Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, and Wakulla, FL



#### **PROJECT RELEVANCY**

- Florida statutory requirements
- Infrastructure adaptation planning
- Municipal and county engagement
- Grant funding positioning

Halff was awarded a contract in March of 2022 to develop a regional climate vulnerability assessment for the nine-county Apalachee Region. In supporting the Apalachee Regional Planning Council (ARPC) with implementation steps of a Regional Resilience Entity grant awarded by the FDEP Resilient Florida Program, the focus of the project was to comprehensively evaluate current and future climate vulnerabilities across the region and the risks presented by those vulnerabilities to critical and regionally significant assets.

Halff identified critical and regionally significant assets across the region, developed a comprehensive GIS interface to inventory those assets, and then obtained climate hazard data related to flooding, storm surge, sea level rise, precipitation, and compound flooding. Once asset and climate datasets were obtained, a team of coastal engineers and water resource experts then evaluated the spatial extent of different climate scenarios and the intersections of those climate scenarios with a broad range of critical and regionally significant assets. Additionally, site condition analyses were conducted for 36 individual assets across the region to ground the results of the assessment in locally applicable context and conditions.

A guiding objective of the entire process was to confirm that 380.093 F.S. requirements were integrated into every step of the assessment. Through this regional project, Halff obtained the most up-to-date data and information related to climate hazard scenarios and critical asset information, including recently published 2022 NOAA Sea Level Rise Projections.

**Size/Population:** Counties of Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, and Wakulla, Florida

Completed: 2022

**Scope:** Coastal and inland flood hazard scenarios, geospatial mapping and analysis, compliance with Florida statutory requirements, regional vulnerability assessment and intergovernmental coordination, advanced goals and objectives of regional resilience collaborative, stakeholder engagement



# **Hogans Creek Restoration & Trail Plan**

Groundwork Jacksonville | Jacksonville, FL



#### PROJECT RELEVANCY

- Stakeholder and public engagement
- Neighborhood-based planning
- Alternatives analysis and community visioning
- Grant funding positioning

Halff is currently contracted with Groundwork Jacksonville and is in the process of developing a 30% stream restoration design for the Hogans Creek sections of the Emerald Trail Project. Groundwork Jacksonville, Inc., was established in 2014 as the city's nonprofit partner in building the Emerald Trail and restoring McCoys Creek and Hogans Creek.

Hogans Creek is a 2.6 mile tidal and freshwater creek that begins in the Brentwood neighborhood north of University of Florida (UF) Health and flows south through Springfield, the Cathedral District, and historical Eastside before flowing into the St. Johns River at the Shipyards. Hogans Creek is a key part of Groundwork Jacksonville's vision of a 30-mile Emerald Trail of parks, trail paths, and waterways connecting neighborhoods at the heart of the City.

As part of the trail master plan, Groundwork Jacksonville is partnering with the City of Jacksonville and Halff to develop the Hogans Creek Restoration plan. The goal is to reduce flooding, improve water quality, and provide access and recreational opportunities along the creek. Preliminary plans are currently being shared with the community to gather input that will be incorporated into the iterative design process. The Trail Master Plan includes improving the crossing conditions along existing Hogans Creek greenway and enhancing the overall quality of the greenway to match the established design standard for the entire Emerald Trail system.

Project work includes coordination of a multidisciplinary team of experts and extensive outreach efforts to restore Hogans Creek to a more natural state. The project seeks to provide safe access to the creek and to design a trail as part of the city's Emerald Trail system. Project tasks include stream restoration, hydraulic modeling, alternatives analysis, trail planning and design, environmental assessment, surveys, and outreach support.

Size/Population: 954,614

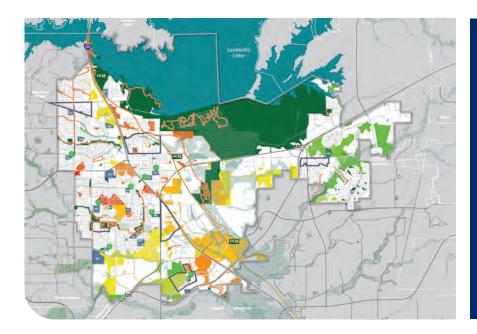
Completed: Ongoing

**Scope:** Water resources, environmental, landscape architecture, engineering, surveying, community engagement, planning, resilience



# **Lewisville Healthy Infrastructure Plan**

City of Lewisville | Lewisville, TX



#### **PROJECT RELEVANCY**

- Public engagement
- Statistically valid survey
- Equity assessment
- Interactive mapping
- Data-driven parks planning

Halff was hired by the Lewisville Parks and Recreation Department to update their parks and recreation system master plan. The resulting plan, called Explore MORE Lewisville, goes well beyond a traditional municipal park plan by leveraging strategies from the 10-Minute Walk to a Park Initiative and a Healthy Infrastructure Framework to provide a holistic approach to municipal park planning.

Combining vision and direction for parks, recreation, trails, open space, and the preservation and enhancement of the urban tree canopy, the plan recognizes the impact that various components of public infrastructure have on physical, mental, and environmental health of the community while also emphasizing the equitable distribution of resources for access and improved quality of life for all residents. Using innovative community engagement techniques, a diverse steering committee, and a partnership with faculty and students at the University of North Texas, the plan employs a social equity model that integrates spatial, demographic, and socio-economic factors to develop implementation priorities and measure the future impact of the healthy infrastructure network.

Size/Population: 112k

Completed: 2023

**Scope:** Parks and recreation needs assessment, public engagement, prioritized implementation strategy



# Northwest Jacksonville Connects TOD Study

Jacksonville Transportation Authority (JTA) | Jacksonville, FL



#### PROJECT RELEVANCY

- Market assessment
- ✓ Transit oriented development
- Economic development policy
- Housing assessment

SB Friedman is working as part of a consulting team to develop an equitable transit-oriented development (TOD) plan for an existing bus rapid transit (BRT) line in Jacksonville, Florida. Their role includes conducting a detailed market assessment and projecting future market demand for real estate along the BRT alignment, as well as identifying and supporting concepts for the redevelopment of key catalytic sites.

The Jacksonville Transportation Authority (JTA) operates three BRT lines that connect downtown Jacksonville with outlying communities. One of those lines, the Green Line, runs for 10 miles through northwest Jacksonville, an economically distressed area with a majority of Black residents. As Jacksonville and the region continue to grow at a rapid pace, the JTA is focused on bringing equitable TOD to the Green Line corridor that spurs economic growth and improves the quality of life for area residents.

As part of this work, SB Friedman conducted a market assessment to project residential, office, retail and hotel development through 2040 in Duval County and the Green Line corridor while evaluating the redevelopment impact of future BRT improvements. The real estate demand projections were used to help identify and prioritize key redevelopment opportunity sites throughout the corridor. Additionally, SB Friedman evaluated strategies to revitalize a declining mall in the corridor and assessed non-market uses that could best address existing residents' needs.

SB Friedman presented market findings and proposed TOD strategies for the corridor to a stakeholder advisory group in February 2023. JTA is currently working with various stakeholders to begin implementing key strategies.

**Size/Population:** Berkeley-Charleston-Dorchester (BCD) Region, SC

Completed: Ongoing

**Scope:** Market analysis, affordable housing strategy; value capture analysis





# **Charlottesville Zoning Ordinance Update**

Charlottesville, VA



In 2021, the City of Charlottesville adopted a pivotal Comprehensive Plan update, focused on equity and affordability. Immediately following this two-year effort, Code Studio was tasked with updating Charlottesville's existing Zoning Ordinance to implement the new vision and goals of the plan. Code Studio recently worked with the project team to produce a robust zoning diagnostic and approach report to serve as a road map for the drafting of the new ordinance, and is now working on drafting the new code.

Charlottesville's new zoning code will balance critical community goals including: increasing housing options and affordability, protecting legacy residents from displacement, and preserving historic and cultural resources. Code Studio is modeling infill scenarios on real sites to illustrate how new development standards can produce outcomes that offer more housing options while respecting the existing context of Charlottesville's neighborhoods. Working closely with HR&A Advisors, Code Studio will implement policies to require and incentivize affordable housing in small-scale and large-scale development projects.

Code Studio is working on zoning strategies to provide a greater variety of housing types, particularly on infill site in existing neighborhoods. In "Sensitive Areas" identified in the Comprehensive Plan, Code Studio is working on zoning strategies to provide stability and wealth-building opportunities to legacy residents. With many areas of unique historic significance, Code Studio is drafting development standards that maintain high-quality design and neighborhood compatibility, while allowing for more flexible and affordable housing types by-right. Code Studio created a diagnostic and approach report, including modeling representative infill sites to facilitate conversations with neighborhoods about how the goals of the plans will be implemented throughout the City.

#### PROJECT RELEVANCY

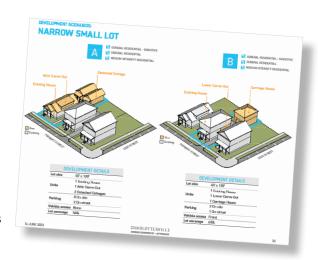
- Increased housing options and affordability
- **⊘** Anti-displacement zoning tools
- Historic character and infill compatibility
- ✓ Plan implementation and diagnostic report

Size/Population: 45k

Completed: Ongoing

Scope: Zoning ordinance update

CODE STUDIO





# **Escambia County Comprehensive Plan Review**

Escambia County | Escambia County, FL



Halff was hired by Escambia County to complete a data and analysis of the County's Comprehensive Plan, land use, zoning, population growth, existing residential development and the consideration

for new residential development within the rural areas of Escambia (comprised of +/- 60% of the land). Analysis of the County's agricultural land, businesses and economy played a vital factor in determining where the County could potentially direct growth while preserving these agricultural lands within the rural area. Halff provided suggested revisions to their Comprehensive Plan and presented to the general public through workshops as well as the County's Planning Agencies.

#### **PROJECT RELEVANCY**

- Public engagement
- Comprehensive plan review
- Preservation of rural land and legacy owners

Size/Population: 318k

Completed: Ongoing

Scope: Comprehensive Planning,

Public Workshops

# **Galveston County Parks Master Plan**

Galveston County | Galveston, TX



In order to qualify for grant funding, Halff's park planners were asked to update Galveston County's Parks Master Plan. The plan assessed where park service was deficient and

how the County could supplement those needs. In particular, the plan focused on generating economic activity through park development and improving existing park features. Highly specialized facets of this plan include senior facility assessments and strategies for the development of resilient park facilities (critically needed due to multiple storm events). The plan is innovative in its ability to balance the very different perspectives of each County Commissioner and combine them into a strong and balanced plan for the County. The planning process included extensive County resident input from each precinct. This input was used to generate concepts for unique facilities such as RV campgrounds, new boat ramps, bird-watching areas, and other park enhancements.

#### **PROJECT RELEVANCY**

- Public engagement
- Visualization
- **⊘** Recreational tourism

Size/Population: 355k

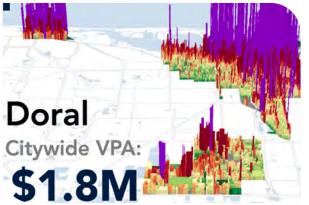
Completed: 2017

**Scope:** Existing Conditions
Assessment and Inventory, Needs
Assessment, Robust Engagement
Process, Concept Development,
Action Plan, Cost Estimating,
Implementation Strategy



# Oviedo Value Per Acre Analysis & Fiscal Analysis

City of Oviedo | Oviedo, FL



The Community
Redevelopment
Agency hired
Urban3 to examine
potential sites of
the downtown core
so that the City can
generate desirable
economic and
social conditions.
Since Oviedo is
rapidly growing,

they must have the resources to make the best financial decisions for their community. Oviedo isn't an outlier to their circumstance of exploring infill opportunities while their population is rapidly growing at an environmentally sensitive place. Urban3 created projections that suggested lower infrastructure costs and reduced environmental impact.

#### **PROJECT RELEVANCY**

- Public engagement
- **❷** Baseline analysis
- Fiscal projections

Size/Population: 39k

Completed: 2022

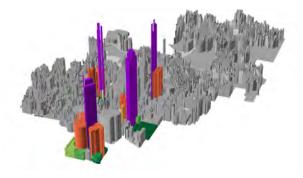
Scope: Value per Acre Analysis,

Fiscal Analysis

**URBAN3** 

# **Doral Value Per Acre Analysis & Case Studies**

Doral, FL



The City of Doral hired Urban3 to analyze the fiscal productivity through a Value Per Acre Analysis. Doral also wanted to view suggestions on reducing road congestion.

By comparing the VPA of Doral with Miami and Aventura, it became apparent that Doral has the opportunity to think differently about its land use. Like many towns across the country, Doral is a rapidly growing city that is experiencing "growing pains." Urban3's analysis process revealed that single-use residential and labor influx from neighboring cities are causing the traffic. Through Urban3's award-winning analysis, the City now has a set of scenarios to implement future development that can provide an economic resilient community.

### **PROJECT RELEVANCY**

- Public engagement
- Baseline analysis
- Data-driven scenario modeling
- Transportation alternatives and context sensitive design

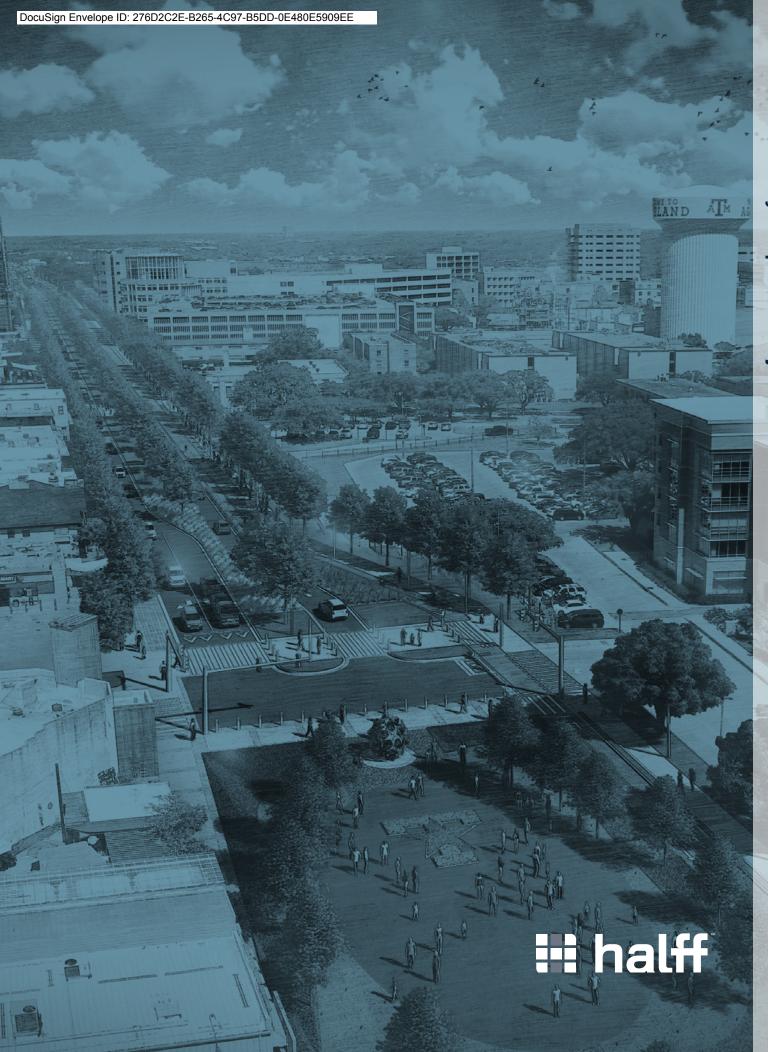
Size/Population: 75k

Completed: 2021

Scope: Value Per Acre Analysis &

Case Studies

**URBAN3** 





# Tab 4 – Key Proposed Project Team Personnel

### ORGANIZATIONAL CHART

We have assembled a team of collaborators that each bring a specialty to the project and together are unified to provide specific expertise to city staff and the community. Our approach to project management is intensive collaboration with staff, elected officials, and the residents that provides Nassau County with a multi-tiered, organizational structure. All of our assigned staff have significant capacity and availability, and are ready to work with you in crafting your plan. Beyond the key project leaders and experts shown here, our team has deep additional resources in many different disciplines that can assist where needed.

### LEGEND

- 1 Halff
- 2 CivicBrand
- 3 Geo One Tech
- 4 SB Friedman
- 5 Code Studio
- 6 Urban3

### **NASSAU COUNTY**



Matt Bucchin, AICP, LEED GA Principal-in-Charge



Brennan Kane, Associate AIA Project Manager



Jim Carrillo, FAICP, PLA QA/QC Manager



Kailey Saver, AICP
Deputy Project Manager
(Land Use/Character/Mobility)



Sean Lahav, MPA
Deputy Project Manager
(Resilience/Floodplain Planning)

### **Project Team**

Strategic Project Advisor
Joe Loretta, PLA, LEED AP BD+C<sup>1</sup>

Data Analyst & Planning Support Abel Verdi <sup>1</sup>

Neighborhood Planning & Community Character
Christian Lentz, AICP, CNU-A 1

Public Works
Ryan Culton, PE <sup>1</sup>

Public Engagement Sean Lahav, MPA <sup>1</sup> Ameera Sayeed, AICP <sup>3</sup> Ryan Short <sup>2</sup>

Transportation & Mobility
Ameera Sayeed, AICP<sup>3</sup>

Market & Economics
Ranadip Bose, AICP <sup>4</sup>
Caren Kay, AICP <sup>4</sup>

Character &
Land Development Code
Lee Einsweiler 5

Fiscal Resilience
Joe Minicozzi, AICP <sup>6</sup>



This is definitely not a 'cookie cutter' plan. It is written in a straightforward way, and covers all of our key community qualities, including our downtown area. I feel that our current plan would be an especially good prototype for any smaller community that might not have the resources of a larger community, but that nonetheless aspires to have a very high level of planning expertise. Our plan certainly delivers that.



Ron Fletcher, Former Council Member in the City of Buda, Buda Comprehensive Plan





**ROLE** Project Manager

## **EXPERIENCE**

19 Years

### **EDUCATION**

Master of Architecture, University of Wisconsin, Milwaukee

Master of Urban Planning, University of Wisconsin, Milwaukee

#### CERTIFICATION

Associate AIA, No. 39223801

**AVAILABILITY** 

40%

Brennan has played an instrumental role shaping and thinking about our project in both the public realm as well as with staff liaisons... Mr. Kane represents the best of what Halff has to offer from both a planning and project leadership role and has earned our confidence in him and his team.

Matt Carlson, Executive Director, City of Desoto

# Brennan Kane, Associate AIA

Brennan brings more than 19 years of diverse experience in community and economic development, working with both large growing urban metropolitan and historic rural main street communities. He brings a diverse skillset and extensive professional experience in community planning, urban design, park and trail development, economic and community resiliency and local and regional tourism. Brennan's forward-thinking leadership experience motivates him to help shape communities. As the Director of Planning for Halff, Brennan focuses on developing community plans that are citizen-driven and concentrated on using communities existing assets to strengthen the people and place of a city first and developing the spaces to connect the two.

### REPRESENTATIVE PROJECT EXPERIENCE

Connect Abilene 2040 Comprehensive Plan, Abilene, TX. Project Manager. Serving as the "Gateway to the West" the City of Abilene sought an update to their existing 2003 comprehensive plan. The citizens of Abilene established community wide guiding principles which the Halff team leveraged in establishing a Neighborhood Planning Framework for future sub-area planning focused on individual district character-based planning. The creation of "place types" for the future land use plan established a framework for revisions to their 2010 Unified Development Ordinance focused on the pedestrian and urban environment experience and not traditional Euclidian zoning principles.

Forward Fate Comprehensive Plan, Fate TX. Project Manager. Identified as one of the fastest growing cities in the DFW Metroplex, the City of Fate recognized a significant municipal financial challenge with their continuous residential growth and sought a "new" comprehensive plan that would be grounded in fiscal resiliency and incorporation of Strong Town principles as they evaluate future development opportunities. Our team utilized data-driven scenario planning to build a preferred future land use plan that was calibrated on specific land uses and future development opportunities. The planning process included the creation of tailored place types focused on character-based planning principles, in additional to two sub-area plans with form-based design guidelines and principles to be incorporated into a revised Unified Development Ordinance.

- Tallahassee & Leon County Vision Plan & Comprehensive Plan, Tallahassee & Leon County, FL
- Future Forney Comprehensive Plan, Forney, TX
- Cultivate Canton Vision Plan, Canton, TX
- Picture Wilmer Vision Plan and Comprehensive Plan, Wilmer, TX
- Hampton Road Streetscape, Land Use, and Character Code, Desoto, TX
- East Edmond Area Plan & Fiscal Analysis, Edmond, OK





ROLE
Deputy Project Manager
(Land use/Character/Mobility)

# **EXPERIENCE** 6 Years

### **EDUCATION**

Master of Arts, Urban & Regional Planning, University of Hawaii

Bachelor of Arts, Geography, University of South Carolina

### CERTIFICATION

Certified Planner, AICP No. 307121

AVAILABILITY 55%

# Kailey Saver, AICP

Kailey brings over six years of diverse experience in community development and transportation planning. She enjoys engaging the public and shaping the future of a community in a way which benefits the residents. As a land use and transportation planner, she has a focus on creating healthy communities and provides deliverables that are realistic and implementable. Prior to joining Halff, Kailey was the Senior Planner for Nassau County. She worked on the County's efforts to guide policy for the preservation of Western Nassau County, the use of a form-based code to encourage sustainable and healthy development patterns in an area experiencing growth pressures in eastern Nassau County, and transportation planning to create facilities that will encourage active transportation and alleviate existing traffic woes.

### REPRESENTATIVE PROJECT EXPERIENCE

Cultivate Canton Vision Plan, Canton, TX. Deputy Project Manager. As home to the First Monday Trade Days, the small town of Canton accommodates thousands of visitors from all over the southeast for this event. The Vision Plan will guide growth and development in the community and lay the foundation for projects beyond the 2035 plan horizon. The Halff team used big ideas and big moves to identify measurable actions to support the community's vision, provide the city with a framework for land use, mobility, economic development, community character, and fiscal resilience. With a focus on the arts and culture, the vision plan sets forth a path for Canton to be a cultural and entrepreneurship hub for the region.

Connect Abilene 2040 Comprehensive Plan, Abilene, TX. Urban Planner for the update to the existing 2003 comprehensive plan. The citizens of Abilene established community-wide guiding principles which the Halff team leveraged in establishing a Neighborhood Planning Framework for future sub-area planning focused on individual district character-based planning. The creation of "place types" for the future land use plan established a framework for revisions to their 2010 Unified Development Ordinance focused on the pedestrian and urban environment experience and not traditional Euclidean zoning principles.

### OTHER REPRESENTATIVE PROJECTS

- Nassau County 2020 Comprehensive Plan Transportation Element Update, Nassau County, FL\*
- William Burgess District Context and Connectivity Blueprint, Nassau County, FL.\*
- Tallahassee & Leon County Vision Plan and Comprehensive Plan,
   Tallahassee & Leon County, FL
- Future Forney Comprehensive Plan, Forney, TX
- City of Edmond, East Edmond Fiscal Planning Study, Edmond, OK
- City of Lewisville, Healthy Infrastructure Plan, Lewisville, TX

\*Prior to Halff





ROLE
Deputy Project Manager
(Resilience/Floodplain Planning)

# **EXPERIENCE** 6 Years

#### **EDUCATION**

PhD, Urban & Regional Planning, Florida State University (Current Studies)

Master of Public Administration, Public Administration & Policy, University of North Florida

Bachelor of Arts, Political Science, University of North Florida

> AVAILABILITY 45%

# Sean Lahav, MPA

Sean Lahav has specialized experience in resilience planning across both local and regional scales. Sean previously managed resilience efforts for the Northeast Florida Regional Council (NEFRC) and has worked extensively across Nassau County including with the municipalities of Fernandiana Beach, Hilliard, and Callahan. He has advised elected officials and local governments on policy matters related to community resilience, presented to elected commissions and civic organizations on more than 50 occasions, and has written successfully awarded FDEP resilience planning grants cumulatively totaling \$750,000.

### REPRESENTATIVE PROJECT EXPERIENCE

Apalachee Regional Planning Council (ARPC), Nine-County Regional Vulnerability Assessment. Tallahassee, FL. Project Manager for the ARPC's development of a regional vulnerability assessment for the nine-county region. Led a multi-disciplinary team of coastal and civil engineers, water resource professionals, GIS analysts, and planners in an effort to evaluate the vulnerabilities of critical and regionally significant assets to the climate hazards of storm surge, sea level rise, precipitation, and compound flooding. Coordinated project efforts with local government officials from Leon, Gadsden, Liberty, Jackson, Calhoun, Gulf, Wakulla, Franklin, and Jefferson Counties.

#### Northeast Florida Economic Resilience Task Force, Northeast FL.

Sean managed a grant awarded by the U.S. Economic Development Administration and served as Chairman of a policy group of 20 leaders from the government, private, and nonprofit sectors. Partnered with 24 organizations and local governments to identify policy strategies in order to develop actionable recommendations related to COVID-19 economic recovery and presented recovery plan to elected commissions on 22 occasions across Nassau, Baker, Duval, Clay, St. Johns, Flagler, and Putnam Counties. Project recognized with NADO Impact Award.

Comprehensive Planning for Nassau County, Fernandina Beach, and Callahan., FL. Planner who advised Nassau County and its respective municipalities on statutorily-required comprehensive plan amendments relating to Water Supply Facilities Work Plans and Peril of Flood. Was responsible for developing Water Supply Facilities Work Plans for Nassau County, Fernandina Beach, and Callahan and also guided Fernandina Beach through a Peril of Flood comprehensive plan amendment.

- Jacksonville City Council Special Committee on Resiliency, Jacksonville, FL
- City of Atlantic Beach LEED for Cities Certification Team, Atlantic Beach, FL.
- City of Fernandina Beach Vulnerability Assessment. Pending commission approval in May 2023.





**ROLE** Principal-in-Charge

### EXPERIENCE 27 Years

EDUCATION

Master of City and Environmental Planning, Arizona State University

Bachelor of Arts, Business Administration, Pennsylvania State University

#### CERTIFICATION

Certified Planner, AICP No. 022097

LEED Green Associate, U.S. Green Building Council

**AVAILABILITY** 

20%

Matt brings his extensive experience in parks master planning and as a project manager to lead this important planning effort. This includes leading much of the public engagement activities and working with the project team to ensure successful project completion.

Rodney Cobb, Former Parks and Recreation Director City of San Marcos



# Matt Bucchin, AICP, LEED GA

Matt is experienced as a planning consultant and project manager on comprehensive, park, corridor, active transportation, and downtown master planning processes and zoning and land development code projects. Prior to his private sector planning experience, Matt spent five years leading the planning division for a fast-growing, almost 200,000-person county in metropolitan Atlanta and several years working with the Maryland Department of Natural Resources as a natural resources planner. The combination of these past experiences has provided him with extensive expertise in drafting plans and codes that reflect good planning principles, while at the same time being sensitive to local political culture and imperatives.

### REPRESENTATIVE PROJECT EXPERIENCE

**NEXT Broken Arrow Comprehensive Plan, Broken Arrow, OK.** 

Strategic Director and QA/QC Manager. This project was to develop a comprehensive plan for the Broken Arrow, OK, the fourth largest city in Oklahoma. The plan update serves as a blueprint to guide smart growth in a sustainable manner. In addition to the traditional comprehensive plan elements, topical items that the plan addresses include strategies for healthy communities, resiliency, sustainability, and Complete Streets concepts. Our team developed scenarios to identify measurable outcomes of alternative development decisions which will inform the eventual future land use plan. An interactive project website was developed to seek input and share key plan milestones. This plan won the APA Oklahoma Chapter Outstanding Plan Award, 2020.

Temple Comprehensive Plan; Parks, Recreation, and Open Space Master Plan, Temple, TX. Principal-in-Charge. This project was for the development of a new comprehensive plan and simultaneous parks and trails plan for Temple, Texas. Temple has been a fast-growing community along Interstate 35 centrally located in the Texas Triangle of several metropolitan areas encompassing almost 20 million people. The master plan identified an updated vision for how to respond to continued growth pressures while establishing a proactive action plan for achieving a strong and resilient future. The master plan included the development of a refined character-based land use and thoroughfare planning framework which set out differing areas of unique community character and a more predictable, yet flexible development process. The plan also evaluated the fiscal implications of build-out and established a strong governance framework and alignment with the City's Strategic Action Plan.

- Lampasas Comprehensive Plan, Lampasas, TX
- Marble Falls Comprehensive Plan Update, Marble Falls, TX
- Uniquely Boerne: The Boerne Comprehensive Plan, Boerne, TX
- Vision 2030 Lake Dallas Comprehensive Plan, Lake Dallas, TX
- RENEW Texarkana Comprehensive Plan, Texarkana, TX





**ROLE** QA/QC Manager

### **EXPERIENCE**

37 Years

### **EDUCATION**

Bachelor of Science in Landscape Architecture, Texas A&M University

### **CERTIFICATION**

Professional Landscape Architect, No. 1377

Certified Planner, AICP Fellow, No. 9875

### **AVAILABILITY**

30%

The lead consultant, Jim Carrillo, provided outstanding leadership, the best I have seen in 30 years working with park planning consultants.

Dr. Norman
Merrifield, Former
Director El Paso Parks and
Recreation Department

# Jim Carrillo, FAICP, PLA

Jim has more than 37 years of experience in long-range master planning, urban design, park and trail planning, active transportation, and site development. He has led more than 100 planning efforts, including comprehensive plans, recreation and active transportation plans, land use master planning, site planning and development, feasibility studies, zoning and subdivision ordinance review and parcelization and subdivision layouts. He brings a strong ability to communicate complex technical issues and connect with those he is working with. During the last decade, his work has been recognized with multiple awards for planning innovation and excellence, and he was inducted as a Fellow of the American Institute of Certified Planners in 2012.

### REPRESENTATIVE PROJECT EXPERIENCE

Elevate Las Cruces Comprehensive Plan, Las Cruces, NM. Project Manager responsible for planning process utilizing on-line and inperson public engagement methods complimented scenario modeling to generate future development maps that jointly facilitate steady growth and resource conservation. This project included a comprehensive master plan update for the City of Las Cruces, the second largest city in New Mexico. The Las Cruces Parks and Recreation Master Plan is a complete update of the City of Las Cruces' 2012 parks and recreation master plan and impact fee study. The plan included a system-wide assessment of park land and facility level of service, recreational programming, and system operations and maintenance.

### Broken Arrow NEXT Comprehensive Plan, Broken Arrow, OK.

Project Manager responsible for developing scenarios to identify measurable outcomes of alternative development decisions which will inform the eventual future land use plan. This project involved a plan update served as a blueprint to guide smart growth for a community of over 100,000 booming residents. In addition to the traditional comprehensive plan elements, topical items that the plan addresses included strategies for healthy communities, resiliency, sustainability, and Complete Streets concepts. An interactive project website was developed to seek input and share key plan milestones: www.brokenarrownext.com.

- Uniquely Boerne Comprehensive Plan, Boerne, TX
- Temple Comprehensive Plan, Temple, TX
- Cibolo Comprehensive Master Plan, Cibolo, TX
- Bastrop Comprehensive and Transportation Master Plan, Bastrop, TX
- San Marcos Parks, Recreation, and Open Space Master Plan and Riverfront Parks Concept Plan, San Marcos, TX
- Marble Falls Comprehensive Plan Update, Marble Falls, TX





# Joe Loretta, PLA, LEED AP BD+C

**ROLE:** Strategic Project Advisor

**EXPERIENCE:** 23 Years

**EDUCATION:** Bachelor of Arts, Landscape

Architecture, Kansas State University

**CERTIFICATION:** Registered Landscape

Architect, Florida No. LA6666755

**AVAILABILITY: 20%** 

Joe Loretta has 23 years of experience in the fields of land development planning, landscape architecture, urban design, and project management. His primary responsibilities include internal project management, regulatory approvals, expert witness/condemnation services, site layout and design, construction documentation, regional and community planning, and graphic design. Joe currently sits as on the Downtown Development Review Board for the City of Jacksonville, and recently served on the City Jacksonville Adaptive Action Area Work Group which is evaluating a two-foot sea level rise as it relates to the Comprehensive Plan. He is active with the Florida Community Housing and Design Product Council with the Urban Land Institute.

- Forum Capital Partner, Nassau County, FL
- · Arborist Efforts, Nassau County, FL
- Hogans Creek Stream Restoration and Trail, Jacksonville, FL
- Infrastructure Subcommittee of the City Council Special Committee on Resiliency, Jacksonville, FL
- Adaptation Action Area Working Group, Jacksonville, FL
- · Cascades Trail & Park, Tallahassee, FL
- City of Jacksonville, Design Build Parks, Jacksonville, FL



# **Abel** Verdi

ROLE: Data Analyst & Planning Support

**EXPERIENCE:** 4 Years

**EDUCATION:** Master of Architecture, University of Texas at Arlington; Master of Arts, City and Regional Planning, University of Texas at Arlington; Bachelor of Science, Architecture, University of Texas at Arlington

**AVAILABILITY: 40%** 

Abel is an Urban Planner with an architectural background. He has over four years of experience in the architecture career field including mid-level project management, and construction administration work for residential and commercial projects. He works collaboratively with an interdisciplinary team on a wide range of planning efforts for various entities. From comprehensive plans to quality dimensional standards his multidisciplinary approach creates a higher level of design and improves the overall experience and success of our communities.

- Tallahassee & Leon County Vision Plan & Comprehensive Plan, Tallahassee & Leon County, FL
- Connect Abilene 2040 Comprehensive Plan, Abilene, TX
- Future Forney Comprehensive Plan, Forney, TX
- Lancaster Quality Residential Development Standards, Lancaster TX
- East McKinney Mobility and Placemaking Strategies, McKinney, TX
- Ark-Tex Lower Red State Flood Plan, Texarkana, TX
- Denison Trails Master Plan, Denison, TX
- Hampton Road Streetscape, Land Use, and Character Code, DeSoto, TX





# Christian Lentz, AICP, CNU-A

ROLE: Neighborhood Planning &

Community Character

**EXPERIENCE:** 27 Years

**EDUCATION:** Master of City and Regional Planning, Clemson University; Bachelor of Arts in Political Science, University of Central Florida

**CERTIFICATION:** Certified Planner, AICP No. 15706; Congress for the New Urbanism-Accredited

**AVAILABILITY: 25%** 

Christian has more than 27 years of extensive public-sector planning experience at the municipal, county, and regional levels throughout the US. He has served as both a municipal and regional planning director responsible for long-range planning, code administration, and the initiation of special planning projects to address community needs including: corridor and community design, urban redevelopment, active transportation, and code development. With prior experience as a neighborhood conservation officer, Christian has helped to sustain and expand the firm's special district, neighborhood, and corridor planning initiatives, and has led active transportation and comprehensive planning efforts.

- Elevate Las Cruces Comprehensive Plan, Las Cruces, NM
- Bastrop Comprehensive Plan and Capital Improvements Plan, Bastrop, TX
- Apodaca Blueprint, Las Cruces, NM
- Rosenberg 2035 Comprehensive Plan, Rosenberg, TX
- CAMPO-San Marcos Platinum Planning Study, San Marcos, TX
- Fort Smith Downtown Truck and Traffic Study, Fort Smith, AR
- Viva Laredo Neighborhood Action Plans, Laredo, TX



# Ryan Culton, PE

**ROLE:** Public Works

**EXPERIENCE: 22 Years** 

**EDUCATION:** BS, Civil Engineering, University of

Illinois; MA, Business Administration,

University of Illinois

**CERTIFICATION:** Professional Engineer, Florida

No. 85751

**AVAILABILITY: 25%** 

Ryan Culton has significant experienced in largescale public infrastructure design, public water and sewer design, land development, architectural support services, site analysis and design, environmental permitting, stormwater analysis, hydrologic studies, and contract management. He is responsible for project management, technical oversight of staff, and general civil business development across the panhandle. Ryan is also a member of the Florida Professional Engineering Society and the Tallahassee-Leon County Housing Leadership Council.

- Engineering Services for Old Town of Santa Rosa Stormwater Master Plan, Walton County, FL
- US 331 from I-10 Construction of Water and Sewer Services, Walton County, FL
- Wastewater Treatment Facility Upgrades, Village of Bluford, IL
- Summerfield Subdivision, Tallahassee, FL
- Bannerman Residential Subdivision, Tallahassee, FL





# Ryan Short

ROLE: Public Engagement (CivicBrand)

**EXPERIENCE: 28 Years** 

**EDUCATION:** Bachelor of Business

Administration/Marketing, University of North Texas

**AVAILABILITY: 35%** 

Ryan is the founder of CivicBrand and an award winning creative director and marketing strategist specializing in digital strategy, branding and public engagement. Founded in 2008, Ryan has built and led the agency based on a process centered around user experience. Ryan has worked with communities across the country. This includes city and county wide branding projects, district branding, placemaking & activation, as well as a wide range of planning efforts including comprehensive plans, open space and trails master plans, parks & rec master plans, and downtown master plans.

- Future Forney Comprehensive Plan, TX\*
- Elevate Las Cruces Comprehensive Plan, Las Cruces, NM\*
- Nacogdoches Comprehensive Plan & Downtown Master Plan, TX
- Open Space & Trails Master Plan, Breckenridge, CO
- Bike & Pedestrian Plan, Washington County, MN
- NEXT Broken Arrow Comprehensive Plan, Broken Arrow, OK \*
- RENEW Texarkana Comprehensive Plan, Texarkana, TX\*
- Connect Abilene 2040 Comprehensive Plan, Abilene, TX\*
- Forward Fate Comprehensive Plan, Fate, TX\*

\*Projects with Halff



# Ameera Sayeed, AICP

ROLE: Transportation & Mobility (Geo One Tech)

**EXPERIENCE: 25 Years** 

**EDUCATION:** Bachelor of Arts, Geography,

Arizona State University

**CERTIFICATION:** Certified Planner, AICP

No. 113090

**AVAILABILITY: 40%** 

Ameera is a passionate planner with a proven track record in all aspects of business development, operations, marketing, and technology. Skilled at policy implementation, strategic planning, and transportation planning. Establishes clear vision, goals, and objectives for growing communities from idea to self-sustained resilient economies. Subject Matter Expert in transportation master plans, visons, studies, facilitation, and stakeholder engagement. Executive leadership & project management for government and private sector AEC and Planning industries, specifically land use and transportation. Extensive experience in land development, transportation planning, bicycle and pedestrian planning, travel demand modeling, GIS and managing multi-milliondollar transit planning programs.

- Growth and Development Planning Manager -Florida Department of Transportation (FDOT) District 2
- Nassau County General Planning Consultant
- Reality Check First Coast Visioning Exercise, Multiple Counties, Northeast Florida
- Statewide Strategic Regional Plan, FL
- Jacksonville Transportation Authority, Bus Rapid Transit, Jacksonville, FL
- State of Good Repair Hart Expressway and Bay Street Innovation Corridor, Jacksonville, FL
- FDOT Central Office, Systems Planning, FL
- Turner Butler Master Plan, Jacksonville, FL





# Ranadip Bose, AICP

ROLE: Market & Economics (SB Friedman)

**EXPERIENCE:** 20 Years

**EDUCATION:** Master of City and Regional Planning, University of Illinois at Urbana-Champaign; Bachelor in Architecture with honors, Jadavpur University, India

**CERTIFICATION:** Certified Planner, AICP

No. 019092

**AVAILABILITY: 30%** 

Ranadip is a real estate development advisor dedicated to the creation of inclusive, high-quality urban environments. He brings over 20 years of experience in market and financial feasibility analysis, economic impact analysis, and development strategy across the country. He is currently leading the market analysis and developing an equitable growth strategy as part of a TOD plan along a proposed 26-mile BRT line in Jacksonville, Florida. He also advised the Tampa-Hillsborough County Expressway Authority as they explored joint development opportunities for a mobility hub.

- Northwest Jacksonville Connects TOD Study, Jacksonville, FL
- Joint Development Advisory Services, Hillsborough County, FL
- Lowcountry Rapid Transit TOD Study, Charleston Region, SC
- Economic Recovery & Resiliency Plan, Charleston Region, SC
- 2030 Unified Plan Assessment, Gwinnett County, GA



# Caren Kay, AICP

ROLE: Market & Economics (SB Friedman)

**EXPERIENCE:** 23 Years

**EDUCATION:** Masters of City and Regional Planning, Cornell University; Bachelor of Arts, Urban & Regional Planning and Public Administration, Miami University

**CERTIFICATION:** Certified Planner, AICP

No. 32244

**AVAILABILITY: 30%** 

Caren specializes in urban economics, land use planning and real estate development. Her experience includes managing the market analysis and developing an equitable growth strategy as part of a TOD plan along a proposed 26-mile BRT line in Jacksonville, FL. She recently completed the development of a Regional Economic Resiliency Plan and Regional Cluster & Innovation Strategy in Charleston, SC focused on economic recovery from COVID-19 and ongoing economic disruptions.

- Northwest Jacksonville Connects TOD Study, Jacksonville, FL
- Lowcountry Rapid Transit TOD Study, Charleston Region, SC
- · Comprehensive Plan Update, Winnetka, IL
- Comprehensive Plan Update, Monee, IL
- Regional Housing Strategy, Dane County, WI





# Lee Einsweiler

**ROLE:** Character & Land Development Code Vision to Code Considerations (Code Studio)

**EXPERIENCE:** 30 Years

**EDUCATION:** Master of Regional Planning, University of North Carolina; Bachelor of Science Environmental Planning, Regional Analysis University of Wisconsin

**AVAILABILITY: 35%** 

Lee has been involved in planning, zoning and plan implementation in a variety of settings over the past 35 years. His emphasis has been on redevelopment activity in urban areas, beginning in south Florida in the 80's and 90's, and continuing with his recent work in Los Angeles, Amherst, NY and the Concord, NH. Lee sharpened his skills in the preparation of zoning and subdivision regulations across the country, and has been personally responsible for over 50 code projects, including the complete revision and adoption of over 30 codes and the preparation of almost 20 form-based codes. His combination of conventional zoning know-how and new code approaches are rare in the profession, and his ability to facilitate the consideration and adoption of new zoning serves his clients well.

- Re: Code LA, Los Angeles Zoning Update, Los Angeles, CA
- Sandy Springs Development Code, Sandy Springs, GA
- Amherst Mixed Use Activity Center Zoning, Town of Amherst, NY
- Chattanooga Downtown Form-Based Code, Chattanooga, TN
- Fort Worth Stockyards Form-Based Code, Fort Worth, TX
- Asheville River Arts District Form-Based Code, Asheville, NC



Joe Minicozzi, AICP

ROLE: Fiscal Resilience (Urban3)

**EXPERIENCE:** 23 Years

**EDUCATION:** Master of Architecture and Urban Design, Harvard University; Bachelor of Architecture,

University of Miami

**CERTIFICATION:** Certified Planner, AICP No.

017786

**AVAILABILITY: 25%** 

Joe is a nationally recognized city planner, urban designer, and speaker who is passionate about working with cities and towns of all sizes to help them reach their full economic potential by cultivating their unique sense of place. Under his leadership, Urban3's work in pioneering geospatial representations of economic productivity has prompted a paradigm shift in understanding the economic potency of urbanism and the value of well-designed cities. Joe believes that cities can only be their best if local citizens clearly understand the problems that lay ahead of them.

- Fate Comprehensive Plan Update, Fate, TX\*
- Roswell Comprehensive Plan Update, Roswell, GA
- Laredo, Economic Analysis for Zoning Update, Laredo, TX
- Edmond, East Edmond Area Plan & Fiscal Strategy, Edmond, OK\*
- Montebello Plan Update, Montebello, CA
- Rancho Cucamonga Plan Update, Rancho Cucamonga, CA
- Economic Analysis, Kansas City, MO
- Economic Analysis for Zoning Update, Indianapolis, IN
- Dickenson Comprehensive Plan, Dickinson, TX\*

\*Projects with Halff



## Tab 5 – Project Delivery and Approach

## **PART 1: NASSAU TODAY**

### **History of Yesterday**

As we reflect on the history of Nassau, it is important to consider how growth has been historically influenced. Since the founding of Nassau County, the ocean, rivers, rail, and timber played a large role in how the County has been developed. Timber and the rail line led to the creation of towns such as Callahan, Hilliard, and Yulee. The Atlantic Ocean, timber mills, and shrimping industry influenced growth on and around Amelia Island. The rivers not only added to the serene atmosphere of the county but also supported the movement of goods throughout the county and to the country.

The county's population grew exponentially at the turn of the century. This created challenges to mobility, quality of life, and the provision of public services. Many of these challenges are still relatable today.

#### **Suburban Development Patterns**

Nassau County's development patterns over the last 30 years have been indicative of a suburban community. Much of the eastern part of the county developed using Planned Unit Development's (PUD's) to deviate from the residential zoning standards in place. Many of these PUD's were entitled decades ago and are building out final phases today. These areas are primarily residential, with little provision for quality-of-life enhancing elements, such as proximity to schools, public parks, and commercial and retail services.

#### Concurrency

Transportation concurrency limited development along the SR-200 corridor, slowing down growth in the early 2010s, which is illustrated by the low percent change in total housing from 2010-2014. In 2014, the County adopted the Mobility Plan to help meet the county's transportation needs, replacing concurrency. The Mobility Plan was last updated in 2020 and includes a variety of new roadways to parallel the SR-200 corridor, as well as improvements to existing roadways and intersections to improve capacity and operations for all roadway users.

#### **Public Services**

In recent years, Nassau County has taken strides to improve public services for its residents, including reviewing the Interlocal Agreement with the School District, adopting its first Parks Master Plan, and updating the Mobility Plan. These initiatives will lead to enhanced public services for Nassau's residents. The County does not operate its own water and sewer system off Amelia Island.

#### Rural County

Nassau is a rural county, and with that comes challenges related to growth and development. Most of the land west of I-95 is zoned Open Rural, with low-density or agricultural land use. This allows development at one dwelling unit per acre, aside from wetlands and parcels designated as 320 acres or more in area as of January 28, 1991. The development of the property at one dwelling unit per acre does not represent a rural lifestyle, something that was noted as having high importance in the Western Nassau Vision Plan.

Historical lot splits led to inaccessible properties and concerns about providing emergency services to residents. The addition of lot split procedures, family hardship developments, and minor developments, has helped reduce illegal lot splits and has provided the assurance that land is accessible and legally created.





#### **Development Challenges of Today**

The County's growth has continued to bring new challenges and opportunities for thoughtful planning. While measures have been taken to incentivize and direct growth in areas, outstanding developments, and the Florida Legislature continue to challenge the ability to grow in a way that supports quality of life and sustainable growth.

#### **Development Patterns and Scale**

The County underwent a major philosophical shift in land use planning between the approval of the East Nassau Community Planning Area (ENCPA) Sector Plan, the William Burgess District (WBD), the Timber to Tides Trail Corridor Plan, and the Western Nassau Vision Plan. These plans have shifted the philosophy of planning away from standard suburban neighborhoods to more walkable and community-centric developments. The plans will guide growth in a manner that enhances the quality of life for residents.

## Conservation Land Acquisition and Management Program (CLAM)

In 2021 the Board of County Commissioners took a huge step forward in conservation and sustainability when they adopted the Conservation Land Acquisition and Management Program. This program will help to protect key areas to improve water quality, habitat protection, and overall quality of life through the environment. This program will support the county's mission of increasing preserved land.

### **Statutory Changes**

The Florida Legislature is constantly updating the statutes regulating how local governments can govern. This brings with it challenges for updating local government regulations. For example, when the William Burgess District was adopted, local governments could regulate building materials. Now, however, if a community does not already regulate building materials, it cannot adopt new regulations to control materiality. This limits the ability to create community character and cohesion.

#### **Water Challenges**

Nassau County has a lot of wetlands and land within the floodplain. With an increasing number of strong storms hitting both sides of Florida, Nassau County, especially western Nassau, has experienced increased flooding over the last decade. General run-off and stormwater management practices contribute to decreased water quality. The recent creation of the Stormwater Drainage Department will help the county better regulate water quality standards before it reenters the aquifer.









#### **Housing Availability**

Nassau, like much of the northeast Florida region, has been growing at an exponential rate, and the challenges regarding housing access and affordability have not evaded the County. While strides have been taken to address essential housing through the creation of the Essential Housing Advisory Committee and adoption of the accessory dwelling use ordinance, the recent market changes have made owning a home out of reach for many new residents. Based on the 2021 American Community Survey, only 11 percent of the housing stock is designated for some level of multifamily including attached single-family to multi-family housing.

This type of housing, or missing middle housing, can make homeownership a reality for lower-income families, as most of the single-family homes are available near \$400,000 while townhomes are generally in the \$200,000 - \$300,000 range. Pocket

neighborhoods, townhomes, and medium-density attached units can increase housing ownership for Nassau's workforce.

## The Sector Plan and Developments of Regional Impacts (DRI's)

Nassau has one of only a few approved sector plans in the State of Florida. This has led to many opportunities, and challenges, for growth in the County today, and will continue to influence growth and development beyond 2050. Nassau County also has old DRI's. While the statute no longer regulates new DRIs, the current ones are still entitled to development orders. The Tributary (or Three Rivers DRIS) is decades away from being built out and will influence growth around the I-95 and SR-200 corridor for decades to come. The County will need to consider how similar large-scale projects will be regulated in the future, as they have county-wide implications for public services, mobility, and schools.











# While there are challenges to growth, the future for Nassau County is bright. It's in a unique

position to truly be able to plan in a way that reflects the community's values today, considers emerging trends, and protects the quality of life for the county's diverse community.

**Opportunities for Your Future** 

#### **Defining the Community's Future**

It's crucial to have a vision plan that is reflective of a community's needs and values today, as well as in the future. The county has changed drastically since 2007; there have been major changes between the Great Recession, the COVID-19 Pandemic, and today. A new vision plan provides the county with a thoughtful path forward for growth and development to solidify its continued success over the next 200 years.

## Aligning development patterns to support the community

As part of the planned approach, anticipated growth areas can be planned for in a way that aligns the overall character of development with community values to create more walkable neighborhoods with areas for social interaction. Most of the commercial, medical. office, and personal services are located along the SR-200 corridor, which requires residents to have access to a single-occupant vehicle to shop, dine, and work. In addition, many residents commute to Jacksonville or Saint Mary's for employment. According to the most recent data available from OnTheMap (2020), approximately 25,000 residents live within Nassau but are employed elsewhere. While the COVID-19 Pandemic has allowed more people to work from home, many companies are shifting back to working in the office at least part-time. By evaluating where, and how, growth occurs the plan can help identify policies and recommendations to attract economic development and allow residents to stay in Nassau, spend their money in Nassau, and play in Nassau.

#### Preservation of heritage in the County

Nassau has a rich and diverse history. It has unique cultural districts with American Beach on Amelia Island, its designation on the Gullah Geeche Cultural Heritage Corridor, and historic towns representing an agrarian lifestyle in western Nassau. Policies to protect these areas will be paramount in preserving the unique heritage of the County. As the vision plan process is undertaken, it will be critically important to hear from all members of the community, with diverse backgrounds and competing needs, to create a plan that can build consensus amongst the community.

#### Balance growth with fiscal resilience

Nassau has taken steps to evaluate fiscal resilience and government responsibility. The vision plan and subsequent Comprehensive Plan should continue to evaluate how growth and development will impact the county's overall fiscal health and ability to provide services to its residents. While the County does not operate water and sewer services off Amelia Island, there may come a time in the future when, in order to help support growth in key areas, it should consider acquiring or investing in a water and sewer system. Future planning for growth should also consider the expansion of emergency services, public schools, and other public services and needs.

#### Floodplains as a Resource

As a member of the Community Rating System, the County understands the importance of floodplain management. Floodplains can be utilized for stormwater mitigation, open space, environmental preservation, and passive recreation. It will be important to continue to review and analyze how to best utilize the floodplain for community sustainability in the coming decades.



#### Our Approach for Defining Tomorrow

Nassau is at a turning point; population growth is bringing new challenges and opportunities. The County needs a plan that will thoughtfully approach growth to best support existing and future residents and visitors. Nassau has the unique position to be able to recalibrate, engage the community, and build a healthy, connected, and resilient community.

#### We Will Engage and Listen

We will make sure that everyone's voice is heard to set the path forward for the next 200 years. We understand the complexities of Nassau and will strive to engage and inspire the entire community. There is no one-size fits all approach to public engagement. Poorly attended public meetings that attract the same five people doesn't cut it. That said, neither does completely reversing course in the opposite direction with the latest digital tool. The solution is in the middle – utilizing a wide range of traditional and digital engagement tools to reach individuals where they are, at the right time, with the right message, and with the right tools.

When done correctly public engagement can be fun, interactive, engaging and foster civic pride that is needed to create momentum and gain buy-in. To build ownership and trust, the planning team will:

- Represent the community's voice through innovative and dynamic engagement opportunities
- Go to the people to engage them in their space
- Strive to engage all members of the community, including through posting fliers and pamphlets, engaging underserved communities, working with local organizations, providing hard copies of materials, and being available by phone and email for all residents to express their vision and concerns
- Attend community events where people are today
- Incorporate art and multi-generational exercises for community events
- Use technology to expand the opportunities to visualize the future and engage with the community
- Provide visitors with the opportunity to engage



## **Project Roadmap**



Phase 1: **Setting Your Foundation** 



Phase 2: **Building Your Vision** 



Phase 3: **Creating Your Framework** 



Phase 4: Your Plan Into Action



Part 2: The Comprehensive Plan



### **₩** We Will Create

Our team will listen to the community and use the information gathered to inform the Vision Plan and Comprehensive Plan. The plans will:

- Define the community's vision for the next 200 years
- Identify the building blocks to achieve the vision
- Determine a preferred future growth plan that best supports the community, government, and environment
- Evaluate analyses to understand the community's foundation today

## We Will Plan

We will create highly visual, easy-to-understand and use, long-range plans for the county, community, and developers. These plans will:

- Establish a fiscally and environmentally sustainable future
- Emphasize and protect Nassau's character
- Provide the County with a thoughtfully planned path forward

## **Engagement Spotlight: Storytelling Through the Camera Lens**

A comprehensive plan is a vision and there is no better way to share a vision than through cinematic storytelling. Our team is constantly filming and documenting the engagement process so that as we have those conversations, the plan begins to take form. We can tell the story in a way that is both informative, inspiring, and transparent.

This invites the user in, pulls back the curtain and gives them a behind-the-scenes look at all the hard work and engagement that was done, and shows them it was done the right way. It also allows us to take different sections and focus areas of the plan and create short, engaging stories to bring the plan to life.

These videos can be used throughout the engagement process to provide updates and highlight the progress of the plan, as well as being a final deliverable that communicates the details of the comprehensive plan. By using video and storytelling, we take the comprehensive plan off the shelf so that it's not just a PDF or binder, but rather an engaging, digestible, shareable, and inspirational plan for the future of Nassau County.



Use the QR code here to see an example of storytelling through the camera lens!









#### PART 1: THE PEOPLE'S PLAN



#### PHASE 1: SETTING YOUR FOUNDATION

In the first phase, our team will work with staff to lay the groundwork for a robust planning and engagement process. We will review current community initiatives and existing plans. We will work with community leaders, county staff, and appointed community ambassadors to get the word out about the

importance of this project for the future of Nassau County. These steps will be vital to build understanding, developing trust, and earning buy-in. We will look at projected growth and complete a variety of analyses and audits to provide a deeper understanding of your community. Data from the County, the U.S. Census Bureau, and other sources will be gathered to inform this stage of the project. The resulting analyses will be key to identifying policy changes and action items in later project phases.

#### **Community Audit**

The Halff team believes in a ground-up approach beginning with a preliminary community audit of the County and regional resources. Before any kick-off meetings, interviews, or public engagement activities with the community, our team will conduct an audit of the current state of conditions for Nassau County. Combined with an assessment of past, current, and projected growth and development trends, this fundamental approach will allow our team to perform a strong foundational analysis of the community and develop our initial assumptions focusing on the community's assets and strengths and identifying potential needs.

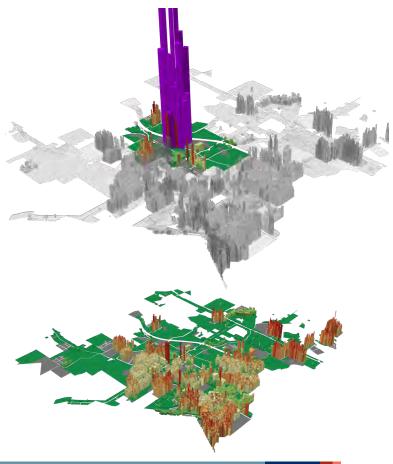
#### **Mobility Audit**

Data regarding transportation infrastructure will be collected to identify gaps and opportunities for mobility in the County. Our team will focus on all transportation – pedestrian, bike, private vehicle, Nassau Transit and JTA public transit, rail, etc. – and their interactions with the mobility network. The audit will review the data and analysis completed in 2020 for the Mobility Element Update, the Mobility Plan, traffic impact analyses, as well as a review of emerging trends and best practices. This audit will help identify near- and long-term strategies to address mobility in the County.



#### **Baseline Fiscal Conditions**

Critical to our process is the understanding of the County's fiscal health. At the onset of the planning process our strategic partner, Urban3, will begin mapping and analyzing how tax dollars have funded and shaped the community. This audit will not only help inform our team on future recommendations but more importantly assist with future capital improvement decisions for infrastructure improvements and needs. Understanding the underlying relationship between revenue and cost will allow the County and your residents to make informed changes to public policy.





#### **Accessibility & Social Vulnerability Analysis**

Accessibility refers to people's ability to reach desired services and activities. Many factors affect accessibility, including mobility connections and options, land use patterns, and public infrastructure. Social vulnerability refers to what areas of a community are most likely to be impacted by a disaster, typically based on demographic and socioeconomic standards. When analyzing access and social vulnerability, areas with the greatest needs can be identified. The Halff team will evaluate accessibility from various perspectives, including by group, transportation modes, location of services, and type of services available. Further, plan goals, objectives, policies, and strategies will be developed to make sure the broadest access to services and activities by all community members.

#### **Regulatory and Procedural Audit**

Comprehensive planning efforts will result in necessary development code updates to align and implement the vision and comprehensive plan. As part of the preparation for the plan, our team will review the Land Development Code, other relevant development regulations, and existing plans. Through discussion with County staff, residents, and developers we will identify deficiencies and necessary updates. With our knowledge of state and federal regulations, we will also summarize the impacts to local development. Together this information will help identify gaps and opportunities to be explored further in later phases of the comprehensive plan process.

How land development regulations and standards are applied is also important to efficient and effective development administration. Our procedural audit will examine each stage of the development approval process, from permitting to enforcement. Using our knowledge of regional and state best practices as a guide we will identify opportunities for improvement.

Since this audit will take place at the beginning of the planning process, short-term action items could be initiated early on. As the planning process progresses, our team will continue to help coordinate and prepare for the new plan.

#### Place & Public Space Evaluation

Great places are defined by the unique combination of location, context, purpose, and attachment. To evaluate the places in Nassau, our team will work with you to identify existing spaces valued by residents, students, and visitors. Maps identifying public facilities, open space, and other community assets will be created. We will then ask a series of questions of the public to better describe the characteristics that are important to or act as a barrier to great public spaces in your community. This information will be used to inform placemaking strategies, which will rely on coordination between several elements of the comprehensive plan.

#### **Market Assessment**

Our team will identify housing and market opportunities from which to direct plan decisions and advance strategic initiatives. Trends and inputs will be used to inform the baseline conditions and model the impacts of various growth scenarios in future phases.

#### **Community Memorandum**

A memorandum of the various analyses will be completed at the end of this phase to provide the data and analysis to support a comprehensive plan update. The Community Memorandum will be an appendix to the vision plan and provide support for future amendments to the Comprehensive Plan.

While the memorandum will be completed in this phase, it will act as a living document and may be

phase, it will act as a living document and may be updated throughout the remainder of the planning process to confirm that there is support for goals, objectives, and policies in the Comprehensive Plan.



#### **Engagement:**

#### **Kick-Off Interviews**

At the onset of the project, we will conduct one-onone interviews with the County Commissioners, and meetings with County staff members to understand the unique challenges facing Nassau today. These meetings will help build the foundation for the vision plan and subsequent Comprehensive Plan. Commission buy-in and reflection will be critical to verify that the plan aligns with their understanding from constituents and makes sure the vision will be supported and adopted.

#### **Planning and Zoning Board Presentation**

We will present to the Planning and Zoning Board to discuss the visioning process and ask the members visioning questions to understand the challenges and opportunities they encounter as appointed officials for the County. This information will help the planning team build the foundation and begin to identify key community values.

#### **Technical Advisory Committee**

Subject to the oversight of the Planning Department, the Halff team will meet regularly with a Technical Advisory Committee composed of representatives from all County Departments. Technical Advisory Committee meetings will be held in conjunction with key "decision points" of the Comprehensive Plan Update Steering Committee and will increase in frequency as the update nears completion to make sure the development of an achievable implementation program.

#### **Steering Committee**

A steering committee comprised of residents and community leaders will be established. The group will have leaders from a variety of community organizations and will be reflective of the demographics and



challenges facing the County's residents. Their role will be to listen, learn, and participate in engagement activities while acting as a sounding board for the staff and consultant team. Steering committee members will be asked to share information with their organizations and to champion the plan after its adoption.

#### **Ambassador Program**

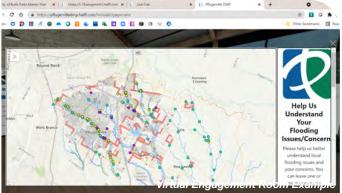
Ambassadors are community members who will assist with engagement, outreach, and accessibility. Ambassadors could be residents, students, business owners, and others that care about Nassau's future and want to make sure others are involved in the planning process. Ambassadors will help reach all members of the community throughout the process by having regular check-ins on project status and upcoming events to disseminate information to their organizations, friends, and family.

#### **Project Brand**

A project brand can help build awareness and support for a project. Early in the planning process, we will work with county staff to create the brand for the vision plan and comprehensive plan. The brand can be translated into promotional swag to continue to attract support and engagement for the plan. The brand colors, font styles, and graphic themes will be utilized in the design of the vision plan and comprehensive plan.

#### **Project Website**

The hub of project engagement and communication will be a custom project website. The project website will serve as a 24/7 information and communication tool for all of the County's planning projects and will provide access to information, documents, news, video, audio, and maps as well as interactive communication opportunities. This allows us to reach a wide range of residents and get input from the palm of their hand through their smartphones.







#### PHASE 2: BUILDING YOUR VISION

Understanding the community is crucial to any planning process. This phase is designed to get to know community members, learn about their wants and needs, and get their ideas for creating a plan for their future. Using grassroots efforts, activities will cultivate success by ensuring a strong community

voice. We will discover the community's long-term vision to help frame comprehensive plan recommendations.

#### **Public Kick-Off Week**

We will launch the project to the public in early 2024 to kick off the bicentennial celebration for the County. This week of engagement activities will provide a variety of opportunities for residents and other stakeholders to be involved. Our team will go into various parts of the community to generate interest in the plan, gather feedback, and encourage engagement throughout the process.

#### **Discovery Discussions**

A series of discovery discussions with community members, vested stakeholders, and subject matter experts will be held during this phase. To get the best attendance, there may be a mix of virtual and in-person meetings. These discussions will focus on visioning and specific topics, such as governmental coordination, mobility, housing, economic development, community growth, sustainability, and community organization.

#### **Statistically Valid Survey**

A statistically valid survey will be launched to a selection of random households to reach a diverse cross-section of the community. It is anticipated that this will happen at the end of 2023 to reach the statistically valid response rate prior to the community kick-off. The randomly selected households can be geo-located, so the planning team will be able to compare responses from different areas of the county as well as the community as a whole. Once the survey has reached the statistically valid response rate, it will then be available for the community at large to respond to.

#### **Visitors Survey**

Nassau County receives nearly one million visitors every year. These visitors contribute millions of dollars to the local economy annually. It's important to understand what draws them back to Nassau County year after year. A visitor's survey will be distributed through community events and the Tourist Development Council to hear from visitors to Nassau County.

#### **Engagement Spotlight: Building the Vision**

We will facilitate tactical engagement projects within neighborhoods to demonstrate ideas for creating place and social capital. Example activities include park cleanups, paint the block, or a community cookout. Teams will be deployed throughout the county to improve communities, build civic pride & unity, and engage with residents on critical issues within their neighborhood/community. These small-scale activation exercises will allow our team to get to know the community and further explore its vision for the community.





In addition to tactical engagement, the planning team will attend regular community events to engage the community where they are. This phase will occur over the springtime so our team will attend events like Farmers Markets, the Shrimp Festival, Railroad Days, Concourse D'Elegance, and Sounds on Centre. These events will include interactive opportunities with the community to draw interest in the planning process and build the vision.

#### **Ongoing Engagement**

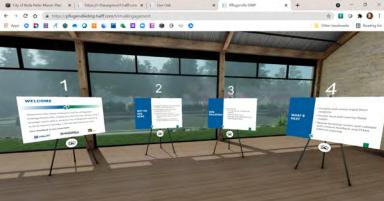
The planning team understands not all residents will have the ability to attend in-person events. We will provide activities on the project webpage, that can also be printed out and distributed to community centers throughout the County, to allow residents to participate on their own terms. This may include fillable PDFs,

shorter surveys, visual preference surveys, and similar activities. At the heart of our plan is telling the story of Nassau County, what it means to people today - and what their aspirations are for its future. To truly tell the story of the county we will have a video series where we interview members of the community on elements of the community's vision. In addition to interview videos, we will include educational videos to inform the public of key planning terms, the purpose of long-range plans, and how the plans are implemented. To gain public buy-in and ownership, the community must be involved, engaged, and inspired through the process. Only then can you have a plan that is a People's Plan. Community champions will be critical in ensuring the long-term success of the Vision Plan and Comprehensive Plan update.











#### PHASE 3: CREATING YOUR FRAMEWORK

Phase Three is designed to uncover how the community wants to handle growth and change. The development of our growth framework is a two-step process. We will first present four general growth strategies to see where and how the community wants to grow. Next, we use that feedback to identify place types that will define the future land use map. Important to this exploration will be the identification of elements of a complete and healthy neighborhood, where those neighborhoods exist today, and which neighborhoods need attention. This framework will influence discussions about the elements of the Comprehensive Plan.

#### **STEP Framework**

Our plan will use the STEP Framework to plan for future growth and identify community priorities. The STEP framework looks at the character of the community to guide what level of development is appropriate based on existing development patterns and scale of development coupled with the vision for the future.



**Strengthen:** Places to strengthen include areas likely to maintain their existing community fabric. They are neighborhoods with primarily single-family detached homes on varying lot

sizes. To strengthen these communities, development and redevelopment should be sensitive to the size and scale of the surrounding neighborhood and responsive to the needs of community members. Development in these areas would generally be single-family detached and attached units. Small-scale non-residential development at intersections or along heavily traversed corridors may be appropriate.



**Transform:** Places to transform are areas where there are opportunities to grow and develop in the future. These areas will include a diverse mix of land uses, densities, intensities, home

choices, and transportation options. They are areas where focused growth should occur over the next 20 years to diversify growth and the economy. Some areas identified as "transform" will involve the development of mixed-use centers or greater infill densities.



Enhance: Places to enhance include existing neighborhoods with a diversity of housing and development types. They may include small commercial centers or corridors internal to neighborhoods. Infill development is

encouraged in these areas, and could include singlefamily detached and attached units, as well as multifamily dwelling units of a size and scale generally congruent to the surrounding community. Nonresidential development at intersections or along heavily traversed corridors may be appropriate.

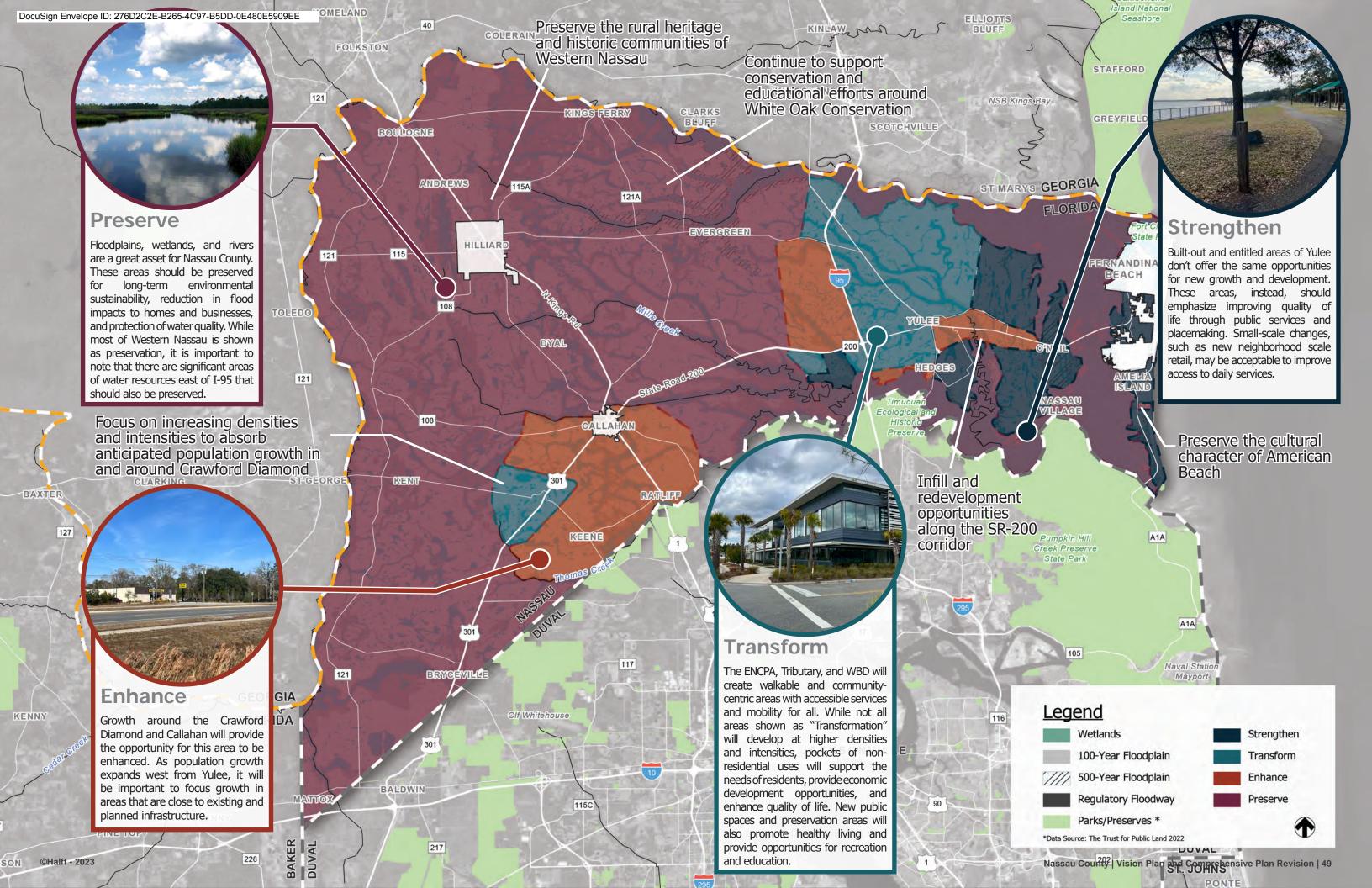


**Preserve:** Places to preserve include environmentally sensitive lands that provide opportunities to protect the community and provide opportunities to connect residents to nature. They generally include conservation lands,

floodplains, wetlands, wetland buffers, and other areas which the community wants to protect. Development in these areas would be limited to very low density, conservation neighborhoods, agriculture, essential public services, or restricted to protect the natural areas.

#### **STEP Design Charette**

The STEP design charette is at the heart of our framework. During this multi-day design charette, we work on location with stakeholders, developers, students, civic leaders, and other interested parties to evaluate growth using the STEP framework as well as highlight special design characteristics in catalytic areas. Open sessions will encourage the public to work alongside the project team to illustrate and test their own ideas. We may even hold some of our sessions in coffee shops or other public spaces. Quick results and high energy are a fundamental part of the process and what begins to bring the vision alive for the community. The design charette is highlighted by an evening gallery event and public presentation of the work completed over the preceding days.





#### **Place Types**

Our team uses a character-based approach to create a hierarchy of land use types and corridors that will guide future development decisions throughout the community. Place types are classifications that capture the unique characteristics that make an area distinct. Through data and visual exploration, place types are identified by distinguishing how different areas look and feel, what types of development and land uses exist there, available transportation modes, and proximity to natural resources or key districts. Areas with similar characteristics are grouped together and form a foundation for scenario planning and choosing a preferred growth plan.

Place types are also used to provide context to other elements of the comprehensive plan, such as the thoroughfare map and parks plans. The identification of place types aligned to the STEP Framework will help identify what kind of development, and at what scale, is desired in the county. The proper alignment of the place types will help inform changes to zoning regulations and districts and align with a form-based code or hybrid code. The place types will be used for scenario planning and identification of a final Future Land Use Map in Part 2 - The Comprehensive Plan.

#### **District and Neighborhood Planning**

Specific neighborhood concerns are not always adequately reflected in county-wide plans. However, one of the roles of comprehensive planning is to act as a guide for more focused planning. As strategies are developed throughout the planning process our team

will work with staff to create a framework for prioritizing planning efforts in specific areas of Nassau County. Our team will review past planning efforts alongside public input and assessments completed earlier in the process. This framework will be carried forward to inform future phases of the planning process. It will also set the stage for sub-area or district planning initiatives for after the Comprehensive Plan.

#### **Context Classification**

Utilizing the Context Classification approach for roadway design, our team will strive to create a balanced transportation system for all roadway users. This approach incorporates the surrounding land use context, user needs, and transportation functions into the design process. This process defines roadway characteristics not only by the functional classification of the roadway, but also considers the needs of all users based on the character of the adjacent land uses and the surrounding character of development. We will use this phase to define how the roadways in Nassau County should function to accommodate a safe, connected, and accessible transportation system for all users while protecting the value and character of the surrounding land.

#### **Mid-Point Briefing**

After this, the planning team will conduct a joint workshop with the Planning and Zoning Board and the County Commission to review engagement to date, key themes, the community vision statement and building blocks, and initial findings from the STEP Framework.

#### **Ongoing Engagement**

Throughout Phase 3, materials will be posted on the project website for community members to download, fill out, and return to the County to provide input. A short survey on the STEP framework will be available to residents to respond to. Meeting-in-a-box materials focused on the STEP framework will be provided to the community ambassadors to use at meetings with their respective organizations. The meeting in a box will also be available for pick up at public places and community centers to allow residents to participate. The meeting in a box will allow residents who cannot attend any of the charrette week activities to provide their input on the growth framework for the future. The planning team will continue to attend community events to solicit feedback and input on the vision plan, STEP Framework, and ongoing initiatives.





#### **PHASE 4: YOUR PLAN INTO ACTION**

After Phase 3, the planning team will put everything we've heard into action in a highly graphic and easy-to-use vision plan.

#### The Vision Plan

The Vision Plan will be a highly graphic, guiding document that outlines the engagement process, the community's vision, the building blocks to support the vision, and the STEP growth framework. The building blocks will be supported by strategies and actions to achieve the vision in the near-, mid-, and long-range, which will be further supported through the goals, objectives, and policies in the comprehensive plan. The vision plan will identify metrics to measure success along with guiding decision-making.

#### **Work Plan for the Comprehensive Plan**

During the final stretch of the Vision Plan, we will work to outline a work program with necessary updates to the Comprehensive Plan, which may include a full to partial overhaul of elements, the introduction of new elements, or simply reformatting an existing element to match the graphic style and layout consistent with the rest of the Comprehensive Plan.

#### **Engagement**

#### **Draft Plan Interviews**

Once the vision plan is drafted, we will conduct oneon-one interviews with the County Commissioners to present the draft plan. These meetings will allow Commissioners to provide authentic and substantive feedback on the draft plan before any adoption hearings.

#### **Public Presentation of the Draft Plan**

During this multi-day meeting series, the planning team will present the draft plan to the public to solicit feedback. A pre-recorded presentation outlining the draft

plan will be available on the project website, along with a fillable form for residents to provide input outside of the meetings.

### **Community Events**

The planning team will continue to attend community events to present draft plan materials, provide opportunities to respond to the plan, and inform the public of the next steps. Continued engagement is necessary to be transparent with the community, and to build trust and support for the plan beyond adoption.

#### **Draft Plan Presentations**

Once the draft plan has been reviewed by the public, the planning team will host workshops with the Planning and Zoning Board and with the Board of County Commissioners.

#### Plan Adoption Meeting

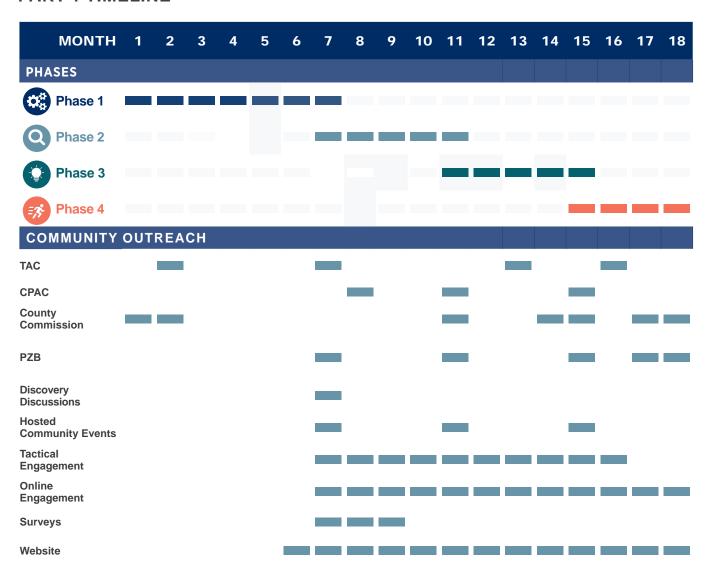
The final part of Phase 4 is plan adoption. The planning team, with the assistance of County Staff, will follow the process for adopting the Vision Plan.

#### **Engagement Appendix**

An engagement compendium will be created for the Vision Plan. This will detail the events hosted by the planning team, community meetings and events attended with descriptions of the activities available, online resources, survey responses, public comments received during meetings, comments sent to County Staff and Commissioners, and similar information. It will be critically important to detail the engagement process, from start to finish, for the vision plan and subsequent Comprehensive Plan.



#### PART 1 TIMELINE



- TAC Technical Advisory Committee
- CPAC Comprehensive Plan Advisory Committee
- County Commission One-on-Ones, Workshops, and Public Hearings
- PZB Planning and Zoning Board Presentations, Workshops, and Public Hearings
- **Discovery Discussions** Conversations with community members and subject matter experts on their vision for the future and unique challenges and opportunities, focused on specific types
- Hosted Community Events The Planning Team's multi-day hosted events throughout the community. This includes participating in schools to engage the residents of tomorrow, as well as evening events in community centers.
- Tactical Engagement Participation in community events (such as parades, festivals, and farmers markets) as well as pop-ups in parks and other areas that draw residents (such as shopping centers, libraries, or similar)
- Online Engagement materials from public events will be posted and available for residents to respond to and engage with.
- Surveys while shorter, topic-based surveys may be available in online engagement, the surveys focus primarily on the statistically valid survey, the community-wide survey, and the visitors survey
- Website We will regularly update the project website with upcoming dates, project deliverables, and general information



## PART 2: THE COMPREHENSIVE PLAN

Part 2 of the planning process will align the comprehensive plan policy document to the community's vision.

#### PHASE 1: ALIGNING THE VISION

Comprehensive Plan Framework: Using the adopted Vision Plan, the Halff team will begin by taking a deep dive into the current Comprehensive Plan. Working with the TAC, we will review and analyze existing goals, objectives, and policies (GOPs) based on the adopted Vision Plan. This analysis will help determine which GOPs should be kept, modified, or removed. Recently updated elements, such as the mobility element and recreation element, may need fewer modifications than other elements. Additionally, new elements may be created based on the Vision Plan.

**Development Regulations Framework:** Concurrent with the review of the Comprehensive Plan, the Halff team will outline a roadmap for making changes to the Nassau County Land Development Code as well as other relevant development regulations. This framework will be expanded after the Scenario Planning process to highlight necessary changes to zoning districts to align with the place type characteristics.

**Educational Videos:** The planning team will continue to develop educational videos for the Comprehensive Plan. This may include videos on the various elements, the difference between the Comprehensive Plan and Development Regulations, and the Implementation of the Plan.

Community Meetings: The planning team will continue to attend community events to distribute information on the Comprehensive Plan process. Larger community events will be held during the process to present scenarios and the final Comprehensive Plan. The Community Ambassadors will be updated on the progress of the Comprehensive Plan and notified when community events will be taking place in order to garner community engagement.

**Plan Committees:** The Steering Committee and Technical Advisory Committee will continue to meet and be engaged through the Comprehensive Plan.

**Subject Matter Experts:** Additional Discovery Discussions may be held during the Comprehensive Plan process to assist in the development of GOPs. These discussions will be aligned with the various elements of the Comprehensive Plan.

#### **Ongoing Engagement**

The community will continue to be engaged throughout Part 2 of the Comprehensive Plan. They will see how their vision will come to life in the near-, and long term. The project brand and website will remain in use through the duration of the plan and beyond. The community should be engaged in every step of the process.



### PHASE 2: BUILDING THE COMPREHENSIVE PLAN

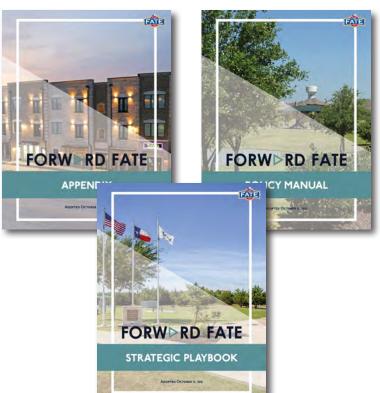
#### **SCENARIO PLANNING**

Building on the STEP Framework for growth and the established place types, we will develop two to three alternative development scenarios based upon anticipated levels of growth obtained from local, regional, state, and national databases. Included will be a fiscal impact analysis for each alternative scenario taking into consideration public costs and benefits for each proposed land use alternative.

After evaluating the development scenarios, a "preferred growth plan" will be identified to align the remaining planning, character, and urban design elements. Scenario models should objectively measure and evaluate scenarios based on a minimum of the following categories of metrics:

#### **Economic Impact and Fiscal Sustainability Metrics:**

Ability to compare scenarios on a variety of economic impacts and fiscal sustainability considerations such as job creation, tax base generation for residential and non-residential land use, projected cost of local infrastructure and service delivery, among others. External expertise would conduct a baseline analysis of the cost of services and appropriate fiscal impact metrics for land development scenario models.



**Mobility Metrics:** Ability to compare scenarios at the appropriate scale on a variety of transportation-related metrics such as vehicle miles traveled, mode share, transit use, and use of other non-automobile modes, among others.

**Quality of Life Metrics:** Ability to compare scenarios on metrics related to commute times, access to amenities such as public parks and services, and multimodal access, among others.

#### **Environmental Sustainability / Resilience Metrics:**

Ability to compare scenarios based on impact on the environment through measures such as emissions, impermeable surfaces, tree canopy, and urban heat islands, among others.

**Social Vulnerability Metrics:** Ability to compare scenarios based on equitable distribution of potential positive/negative outcomes based on income mix, displacement risk, transit dependency, and access to services among other distribution measures for metrics.

#### Scenario Workshop

During this multi-day scenario workshop event, we will evaluate growth patterns based on two or three scenarios and fiscal implications. We will explore the scenarios through a joint workshop with the Planning and Zoning Board and Board of County Commissioners, as well as community events throughout the County. This will allow residents to provide their input and evaluation of the opportunities and trade-offs growth and development. Additional growth considerations may be given to specific neighborhoods or areas of the county based on the community's vision. The input gathered from the scenario workshop will help the planning team define one final future land use plan. The scenarios may consider new roadways not currently shown on the Mobility Plan, evaluate the timing for the County to acquire or build a water and wastewater system, and determine general siting for future public services to meet the demands of the County.



### PHASE 3: FINALIZING THE COMPREHENSIVE PLAN

## COMPREHENSIVE PLAN ELEMENTS

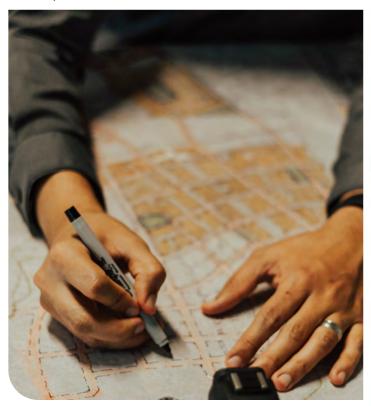
Based on the Comprehensive Plan Framework, the Halff team will align the Goals, Objectives, and Policies with the community's vision. The Comprehensive Plan will be a highly graphic document that is easy to use and understand by residents, staff, community leaders, and developers. The Comprehensive Plan will be easy to monitor and evaluate during the EAR-based amendment process.

### **Regulatory Updates**

Based on the Comprehensive Plan, a large-scale update to the Development Regulations may be necessary. Our specialized planning team can assist with the update to the development regulations concurrent with the Comprehensive Plan. This will make sure that the Comprehensive Plan is implementable on Day 1.

### **Adoption Process**

The Halff team will host a variety of one-on-one meetings, workshops, and public hearings to adopt the Comprehensive Plan.

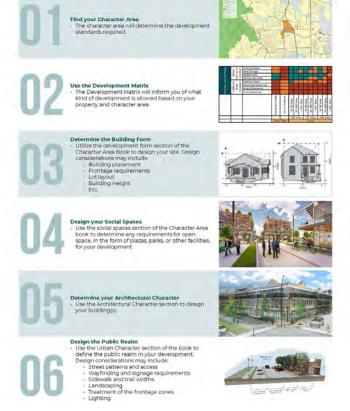


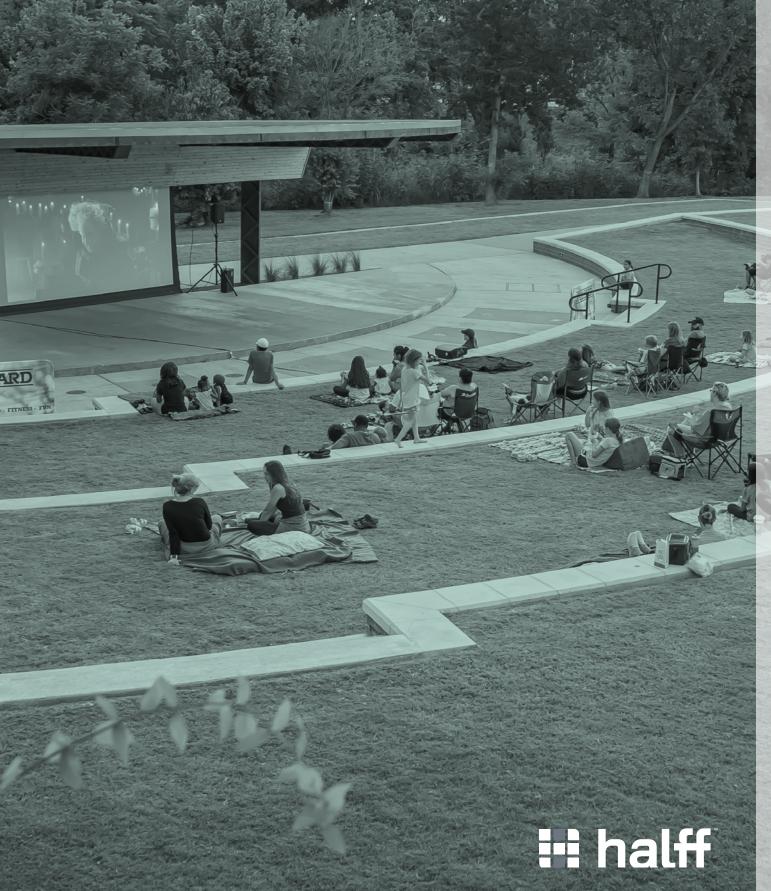
#### **Dashboard**

After the comprehensive planning process, we will work with city staff to develop a tailored dashboard to track the progress of implementation action steps. The dashboard will present data and other relevant information in an easy-to-read format, which will facilitate understanding and encourage ongoing engagement. It will be interactive to help your audience answer high-level questions, highlight areas of concern, and monitor progress. Dashboard elements are linked to active data sources, providing dynamic results as users explore the city's progress and data.

### **Development Checklist**

As a final deliverable, the Halff team will provide a "development checklist" to further help navigate the comprehensive plan and regulatory code updates. While the Comprehensive Plan will be easy to understand, this checklist will help expedite the review process for developers and county staff related to GOPs.





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## Tab 6 - References

## FORWARD FATE COMPREHENSIVE PLAN, FATE, TEXAS

City of Fate

Ryan Wells, 1900 C.D. Doren Pkwy,

Fate, TX 75087

P 972.771.4601

E rwells@fatetx.gov

**Performance Period:** 2020 - 2021 **Total Contract Value:** \$ 225,000

Enhanced engagement, cinematic storytelling, scenario modeling, fiscal resiliency, downtown & special area planning, fiscal checklist, design standards

## LEWISVILLE HEALTHY INFRASTRUCTURE PLAN LEWISVILLE, TX

**City of Lewisville** 

Stacie Anaya P.O. Box 299002 Lewisville, TX 75029

**P** 972.219.3458

E sanaya@cityoflewisville.com
Performance Period: 2021 - 2023
Total Contract Value: \$329,000

Parks and Recreation Needs Assessment, Public Engagement, Prioritized Implementation Strategy

ARPC REGIONAL VULNERABILITY ASSESSMENT APALACHEE REGIONAL PLANNING COUNCIL | COUNTIES OF CALHOUN, FRANKLIN, GADSDEN, GULF, JACKSON, JEFFERSON, LEON, LIBERTY, AND WAKULLA, FL

#### **Apalachee Regional Planning Council**

Josh Adams 2507 Callaway Road, Suite 200, Tallahassee, FL 32303

**P** 850.488.6211

E JAdams@arpc.org

**Performance Period:** 2021 - 2022 **Total Contract Value:** \$247,000

Coastal and inland flood hazard scenarios, geospatial mapping and analysis, compliance with Florida statute requirements, regional vulnerability assessment and intergovernmental coordination, advanced goals and objectives of regional resilience collaborative, stakeholder engagement

## ELEVATE LAS CRUCES COMPREHENSIVE PLAN

LAS CRUCES, NM

**City of Las Cruces** 

David Weir, P.O. Box 20000, Suite 1100

Las Cruces, NM 88004

**P** 575.528.3067

E dweir@las-cruces.org

Performance Period: 2018 - 2020 Total Contract Value: \$487,185

Comprehensive Plan and Parks System Master Plan; 102,000 Population; Level of service assessment, conditions assessment, open space lands, scenario planning, fiscal impact analysis, design charrette, future land use and future thoroughfare planning, public outreach and engagement, visioning and goal development, implementation program

## HAMPTON ROAD, DESOTO, TX

**City of Desoto** 

Matt Carlson 211 East Pleasant Run Road, DeSoto, TX 75115

**P** 972.230.7309

E mcarlson@desototexas.gov

Performance Period: 2018 - Ongoing

**Total Contract Value:** \$249,000 (Streetscape Master Plan); \$235,000 (Character Based Code)

Streetscapes, complete streets, form based code, urban design and master planning

## HOGANS CREEK RESTORATION & TRAIL PLAN, JACKSONVILLE, FL

**Groundwork Jacksonville** 

Kay Ehas, PO Box 13295, Jacksonville, FL 32206

**P** 904.401.0453

E kay@groundworkjacksonville.org Performance Period: 2018 - 2023 Total Contract Value: \$538,793

Water Resources, Environmental, Landscape Architecture, Engineering, Surveying, Community Engagement, Planning, Resilience





## Tab 7 – Current Workload

### **AVAILABILITY**

Halff will be the prime firm for this project, and we employ more than 1,400 people in 30 offices. Our staff maintain a highly flexible schedule and will augment the management team's attendance at project events and activities as necessary. We are able to workshare virtually between offices. The table to the right highlights our staff sizing for the entire firm.

### **CURRENT WORKLOAD**

The chart below illustrates that our key staff are nearing completion on other projects. We do not foresee any concurrent projects that may interfere with our proposed timeline. We commit that the staff proposed in this submittal will be available for the proposed work. Additionally, Halff has an established reputation for delivering our projects on schedule, and we are timely in our work and responses to our clients and the public.

#### STAFF AVAILABILITY

Because comprehensive planning is a major focus of what we do, Halff has an extraordinarily deep pool of resources to tap into as we develop your plan. For the duration of this project, our project management team members may be managing two to three additional projects at any one time. Our staff are available and committed to Nassau County.

#### **DISCIPLINES PROVIDED BY HALFF**

PRACTICE AREA	NUMBER OF STAFF FIRMWIDE
Civil Engineer	389
Water Resources Engineer	84
Planner: Urban/Regional	38
Environmental Scientist	37
Structural Engineer	14
Construction Services	49
Architect	18
Landscape Architect	47
Land Surveyor	149
Electrical Engineer	20
Mechanical Engineer	28
Transportation Engineer	74
Geologist	8
CADD Technician	89
Geographic Information Systems	49
Administrative	179
Other	128
Total Count	1,410

## **Key Staff Availability & Current Projects**

NAME	CURRENT PROJECTS	PERCENT COMPLETE
<b>Brennan Kane</b> Project Manager	Hampton Road Character Code; Tallahassee & Leon County Vision Plan & Comprehensive Plan	65%; 10%
Kailey Saver Deputy Project Manager	Hampton Road Character Code; Tallahassee & Leon County Vision Plan & Comprehensive Plan	65%; 10%
Sean Lahav, MPA Deputy Project Manager	Jacksonville Resilience Strategy Development; A1A Ocean Islands Trails Scenic Byway Organization Plan	90%; 95%
Matt Bucchin Principal in Charge	Dickinson Comprehensive Plan; Marble Falls Comprehensive Plan	95%; 40%





# Tab 8 – Technology PUBLIC ENGAGEMENT TECHNOLOGIES

Halff has an extensive toolbox of public engagement methods for both in-person and virtual engagements. We have successfully developed outreach programs including dual-language print and multi-media. We understand that a successful public outreach program utilizes many channels, reaching as diverse an audience as possible. For more information about our robust public engagement, see Tab 3.

### **Data-Driven Planning**

- ArcGIS Pro. Our team is proficient in the use of GIS Pro. We will use this as a primary means for a datadriven approach.
- ArcGIS Urban. GIS-trained professionals perform deep analysis, build models, and employ desktop analytics to understand the complexities of a city's current state and create long-range plans that incorporate multiple factors. This platform can be used in small-area planning, or within larger scenario planning models.
- ArcGIS Dashboard. This can be used to track metrics and monitor the success of the Vision Plan and Comprehensive Plan.
- Business Analyst. Business analyst will help layer and analyze data spatially, integrate data from multiple sources, and visualize the data in a meaningful way.







## **Visualizing Success**

- BIM123. Real-time renderings to illustrate changes in the built environment. BIM123 is a 3D model that can be updated in real-time, based on public comments. This technique will be used in designing charettes and planning exercises to help visualize the future.
- 3D Visualization. Sketch-Up & Rhino & Lumion –
   Our team is qualified to use 3D rendering options
   to help further explain and explore development
   patterns, the built environment, and how it may
   impact the quality of life. We will use renderings and
   graphics throughout the planning process.
- Hand Renderings. In addition to 3D digitized renderings, we can also produce hand renderings

- to illustrate place types, placemaking, and the overall environment.
- Project Website: A project website for both public and team use will contain up-to-date project information and public comment sections, as well as a secured site for team comments, plan reviews, and meeting minutes
- Virtual Communication: Halff embraces digital platforms, investing in remote connectivity well before the COVID-19 crisis. This enables our firm to provide the same level of exceptional service without disruption.





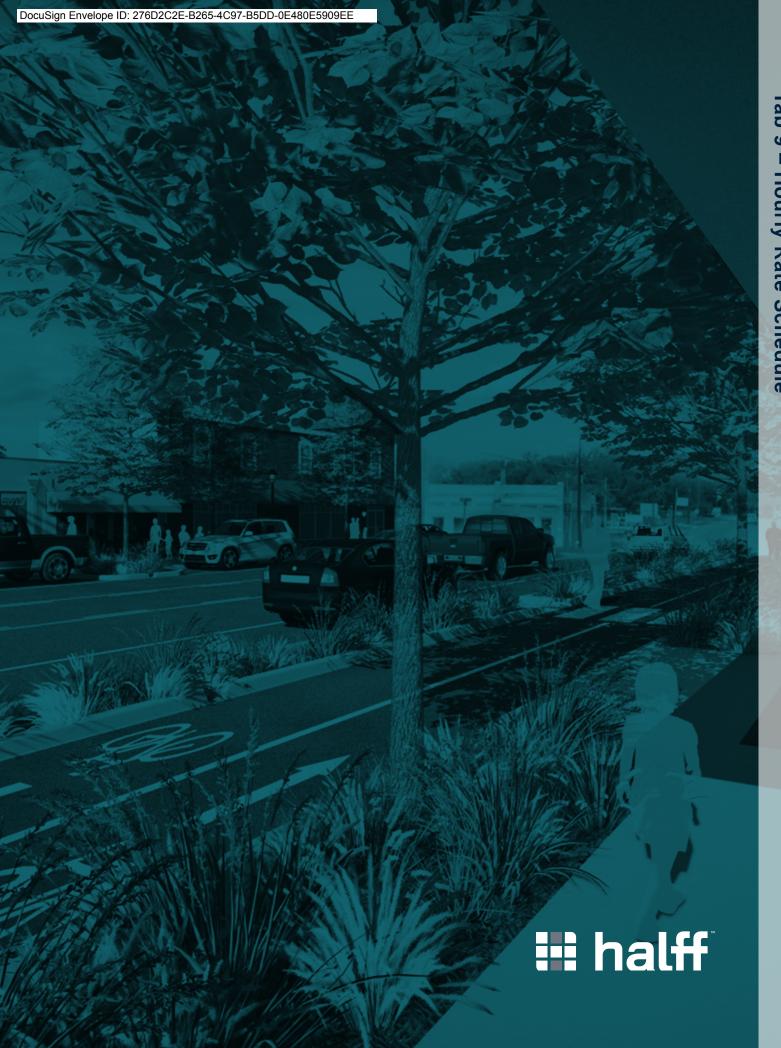














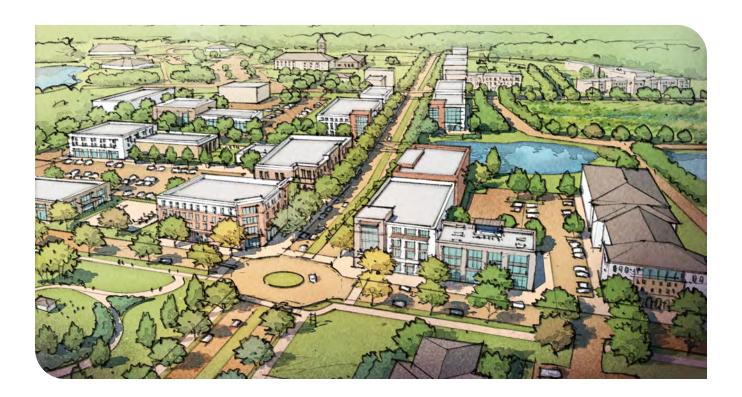
## Tab 9 - Hourly Rate Schedule

#### PROPOSED PROJECT FEE

An estimated project budget for the proposed four phased approach for producing the Nassau County Vision Plan is presented in the table below. The fee estimate herein adheres to the County's allocated budget for this initiative as presented in your request for proposals. Each phase is represented as a percentage of overall project fee proposed to be allocated in accordance with our recommended project approach beginning on page 37. Funding allocations for each project phase and task may be reassigned when negotiating a final contract for services to reflect adjustments to the project scope or recommended approach requested by Nassau County. This includes the level of engagement, or type of engagement Nassau County would like to incorporate into the proposed vision plan.

NASSAU COUNTY VISION PLAN		
PHASE	PERCENTAGE OF BUDGET	BUDGET BY AMOUNT
01 - Setting Your Foundation	25%	\$100,000.00
02 - Building Your Vision	36%	\$180,000.00
03 - Creating Your Framework	24%	\$120,00.00
04 - Your Plan In Action	15%	\$75,000.00
TOTAL	100%	\$500,000.00

<sup>\*\*</sup>Note – The Haff Team recognizes that a final project fee may be modified to reflect potential changes requested by Nassau County to the project scope during contract negotiations.





#### **LABOR RATES**

Fees for labor related to this planning initiative are derived from standard billing rates. All members of the Halff Team – including subconsultants - will adhere to standard billing rates organized according to labor classification as presented below. Please note that these billing rates and labor classifications may be subject to amendment when negotiating a final contract for services with Nassau County.

STANDARD BILLING RATES		
LABOR CLASSIFICATION	HOURLY CONTRACT RATE	
Halff		
Sr. Technical Advisor	\$350.00	
Principal Planner	\$250.00	
Senior Planner / Project Manager	\$195.00	
Associate Planner	\$160.00	
Planning Support / Graphics	\$115.00	
Senior Engineer	\$275.00	
Project Engineer	\$205.00	
Engineer - in - training	\$130.00	
GIS Operator	\$190.00	
GIS Technician	\$105.00	
Landscape Architect	\$175.00	
Landscape Designer	\$135.00	
CivicBrand		
Creative Director	\$150.00	
Creative Support	\$125.00	
SB Friedman		
Senior Vice President	\$325.00	
Senior Project Manager	\$265.00	
Project Manager	\$250.00	
Senior Associate	\$220.00	
Associate	\$195.00	
Editor	\$140.00	
Code Studio		
Principal	\$225.00	
Associate Principal	\$175.00	
Associate Planner	\$135.00	
Graphics	\$110.00	
Geo One Tech		
Planning Support	\$150.00	
Urban3		
Sr. Technical Advisor	\$365.00	
Project Manager	\$210.00	
Analyst	\$165.00	





## **Tab 10 – Attachments/Administrative Information**

## ATTACHMENT "A" ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # 1 through # 1
SOLICITATION NUMBER: NC23-025-RFP	Date: April 26, 2023
Signature of Person Completing:	
Printed Name: Brennan Kane, Associate AIA	Title: Director of Planning   Project Manager

>>>Failure to submit this form may disqualify your response<<<



REMINDER: This addendum must be

acknowledged, signed, and returned with your proposal. Failure to comply

may result in disqualification of your

submittal.



#### NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Procurement Department 96135 Nassau Place, Suite 2 Yulee, Florida 32097 Ph: 904-530-6040

TO: Prospective Respondents

FROM: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum #1

Request for Proposal Number NC23-028

Professional Assistance to Create Vision Plan & Provide Comprehensive Plan

**Revision Services** 

DATE: April 12, 2023

This addendum is hereby incorporated into Request for Proposal referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over the original documents.

#### **Questions and Answers:**

1. Does the County want both an hourly rate (as mentioned on page 11, Tab 9) and a fee proposal (as mentioned on page 5 in the scope of services)?

Answer: Yes. Respondents shall provide a fee proposal for the scope of work to create the Vision Plan (Phase 1) as specified in Section 3.1 of the request for proposal. Additionally, the County may require additional work efforts for Phase 1 that arise through the project development.

A potential Phase 2 of the proposal to complete a Comprehensive Plan update may be negotiated toward the conclusion of Phase 1, based on the performance of the Vision Plan development.

As such, the County is also requesting Respondents provide hourly rates for each position that may be assigned to this project to perform additional scope, if needed.

2. Do you anticipate interviews being in person or held virtually?

Answer: The County will require in person interviews if interviews are needed.

3. If selected, would we have an opportunity to provide comments to the contract, or is there a section where items of clarification should be included within the submittal?

Answer: Respondents failure to request clarification and submit questions by the date and time specified in the RFP schedule, section 4.1 shall be considered to constitute the firm's acceptance of all County's contract terms and conditions and requirements.



Addendum #1 Request for Proposal Number NC23-028

4. On page 10 of the RFP: "The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's proposal." Can you please clarify does this indicate that you would like us to list all similar contract references from throughout the entire firm within the last 5 years or only relevant experience from the proposed project team? If it is the latter, would that include subconsultants or only the prime firm?

Answer: The County is requesting, at a minimum, a list of all similar contract references within the last 5 years relating to the scope of services specified in the request for proposal. The contract references may be provided for the project team or as the firm. In both instances, the information provided shall be sufficient to determine the firm's overall experience relevant to this project.

5. For Tab 9 - Hourly rate schedule: Please clarify what you are seeking here? Rates for individuals on the team, or a cost breakdown of the Vision Plan, or something else?

Answer: The County may require additional work efforts for Phase 1 (Vision Plan) and may negotiate additional Phase 2 (Comprehensive Plan). As such, the County is also requesting Respondents provide hourly rates for each position that may be assigned to this project to perform additional scope, if needed.

The solicitation due date and time remains: April 26, 2023 at 10:00 AM EST.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name Halff Associates, Inc.

Authorized Signature:

Page 2 of 2

Date: April 26, 2023



# ATTACHMENT "B" SWORN STATEMENT UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

#### TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

- 1. This sworn statement is submitted with Response, Contract for Proposal Nassau County 2. This sworn statement is submitted by Halff Associates, Inc. (entity submitting sworn statement), whose business address is 9995 Gate Parkway N Suite 200. Jacksonville, FL 32246 and its Federal Employee Identification Number (FEIN) is 75-1308-699 . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_ (please print name of individual signing), 3. My name is Brennan Kane, Associate AIA and my relationship to the entity named above is \_\_\_\_\_\_ Director of Planning 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. 5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responses or applies to response on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



<ol><li>Based on information and belief, the state the entity submitting this sworn statemen</li></ol>	ement, which I have marked below, is true in relation to tt. (Please indicate which statement applies.)
executives, partners, shareholders, employee	his sworn statement, nor any of its officers, directors, es, members, or agents who are active in management of a been charged with and convicted of a public entity crime
executives, partners, shareholders, employee	rn statement, or one of more of the officers, directors, es, members, or agents who are active in management of een charged with and convicted of a public entity crime ate which additional statement applies.)
of Florida, Division of Administrative Hear	erning the conviction before a hearing officer of the State ings. The final order entered by the Hearing Officer did ted vendor list. (Please attach a copy of the final order.)
proceeding before a hearing officer of t	on the convicted vendor list. There has been a subsequent the State of Florida, Division of Administrative Hearings. determined that it was in the public interest to remove the list. (Please attach a copy of the final order.)
The person or affiliate has not bee any action taken by or pending with the Depa	en placed on the convicted vendor list. (Please describe artment of General Services.)  Signature
	April 24, 2023
	Date
State of: Texas	
County of: Dallas	
Sworn to (or affirmed) and subscribed before me notarization, this day of April who is personally known t as identification.	by means of physical presence or online , 20 23 by Brennan Kane o me or produced
LESLIE M. WARD  Notary Public State of Texas ID # 12577247-6 My Comm. Expires 04-15-2024	Notary Public  My commission expires: 4 15 2024



# ATTACHMENT "B" SWORN STATEMENT UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

### TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1.	This sworn statement is submitted with Response, Proposal or Contract for
	DESSIONAL ASSISTANCE TO CREATE VISION PLAN AND PROVIDE COMPREHENSIVE PLAN REVISION SERVICES
2.	This sworn statement is submitted by SB Friedman Development Advisors, LLC (entity
	submitting sworn statement), whose business address is 70 W Madison St, Suite 3700
	Chicago, IL 60602 and its Federal Employee Identification Number (FEIN)
	is 36-3743752
	of the individual signing this sworn statement:
3.	My name is (please print name of individual signing),
	and my relationship to the entity named above isVice President
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,
	means a violation of any state or federal law by a person with respect to and directly related to the
	transaction of business with any public entity or with an agency or political subdivision of any other
	state or with the United States, including, but not limited to, any response or contract for goods or
	services, any leases for real property, or any contract for the construction or repair of a public
	building or public work, to be provided to any public entity or an agency or political subdivision
	of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion,
~	racketeering, conspiracy, or material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida
	Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an
	adjudication of guilt, in any federal or state trial court of record relating to charges brought by
	indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of
	a plea of guilty or nolo contendere.
6.	I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
	<ul> <li>A predecessor or successor of a person convicted of a public entity crime; or</li> </ul>
	b) An entity under the control of any natural person who is active in the management of
	the entity and who has been convicted of a public entity crime. The term "affiliate"
	includes those officers, directors, executives, partners, shareholders, employees,
	members, and agents who are active in the management of an affiliate. The ownership
	by one person of shares constituting a controlling interest in another person, or a
	pooling of equipment or income among persons when not to fair market value under
	an arm's length agreement, shall be prima facie case that one person controls another
	person. A person who knowingly enters into a joint venture with a person who has
	been convicted of a public entity crime in Florida during the preceding thirty-six (36)
	months shall be considered an affiliate.
	monuis snan de considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responses or applies to response on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



8. Base the e	ed on information and belief, the sentity submitting this sworn states	statement, which I have marked below, is true in relation to ment. (Please indicate which statement applies.)
executive the entity	es, partners, shareholders, emplo	g this sworn statement, nor any of its officers, directors, byees, members, or agents who are active in management of have been charged with and convicted of a public entity crime
the entit	es, partners, shareholders, emplo y, or an affiliate of the entity has	worn statement, or one of more of the officers, directors, byees, members, or agents who are active in management of a been charged with and convicted of a public entity crime idicate which additional statement applies.)
	da, Division of Administrative H	oncerning the conviction before a hearing officer of the State learings. The final order entered by the Hearing Officer did nvicted vendor list. (Please attach a copy of the final order.)
The final	oceeding before a hearing officer I order entered by the hearing office	ced on the convicted vendor list. There has been a subsequent of the State of Florida, Division of Administrative Hearings. cer determined that it was in the public interest to remove the dor list. (Please attach a copy of the final order.)
any actic	The person or affiliate has not on taken by or pending with the D	been placed on the convicted vendor list. (Please describe
		Conflict
		Signature
		4/20/2023
		Date
State of:	Illinois	
County of: _	Cook	
Sworn to (or notarization, as identification	this 20th day of April who is X personally know	me by means of X physical presence or online 20 23 by Caren Kay
50	120203	1



### ATTACHMENT "B" SWORN STATEMENT UNDER FLORIDA STATUTE 287,133(3)(a) ON PUBLIC ENTITY CRIMES

#### TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

- 1. This sworn statement is submitted with Response, Proposal or Contract for RFP NO. NC23-028

  2. This sworn statement is submitted by The MoDeria Grape Abe Civil Brand (entity submitting sworn statement), whose business address is 508 W. Locked H141-1030

  Richardson, Ty 75080 and its Federal Employee Identification Number (FEIN) is Z2-0262496 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

  3. My name is Ryan Shart (please print name of individual signing), and my relationship to the entity named above is Formular to CEO

  4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, and disorthy related to the
- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responses or applies to response on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



		ment, which I have marked below, is true in relation to (Please indicate which statement applies.)
executives, the entity, no	partners, shareholders, employees	is sworn statement, nor any of its officers, directors, s, members, or agents who are active in management of been charged with and convicted of a public entity crime
executives, the entity, o	partners, shareholders, employees or an affiliate of the entity has been	n statement, or one of more of the officers, directors, s, members, or agents who are active in management of en charged with and convicted of a public entity crime the which additional statement applies.)
of Florida,	Division of Administrative Heari	erning the conviction before a hearing officer of the State ngs. The final order entered by the Hearing Officer did ed vendor list. (Please attach a copy of the final order.)
The final or	eding before a hearing officer of the der entered by the hearing officer d	on the convicted vendor list. There has been a subsequent ne State of Florida, Division of Administrative Hearings. letermined that it was in the public interest to remove the
person or af	Tiliate from the convicted vendor l	list. (Please attach a copy of the final order.)
	The person or affiliate has not been aken by or pending with the Depart	n placed on the convicted vendor list. (Please describe rtment of General Services.)
4.		12/8
	1	Signature
		4/20/2023
	7	Date
0.		2
State of: Col		
County of:	haffee	
		and the second second
Sworn to (or aff notarization, thi	irmed) and subscribed before me less 20m day of April	by means of $\frac{1}{2}$ physical presence or online one or $\frac{1}{2}$ produced drivers \forall canse
s identification		o inc or 7. produced Artiforts are inse
		- 1.10. 1
	ASHLY GONZALEZ NOTARY PUBLIC	Norm Public
	STATE OF COLORADO NOTARY ID 20224020123 MY COMMISSION EXPIRES 05/19/2026	My commission expires: 05/19/2026
-		



# ATTACHMENT "B" SWORN STATEMENT UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

### TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Response,

	statement is submitted by <u>Coc</u> sworn statement), whose business	de Studio, inc. (entity saddress is 1800 E 4th St, Unit 125
Austin TX	( 78702 and	l its Federal Employee Identification Number (FEIN)
s 20-521	4309 . (If the er	ntity has no FEIN, include the Social Security Number
of the indiv	idual signing this sworn stateme	
My name is	Lee Einsweiler	(please print name of individual signing).
and my rela	tionship to the entity named above	ve is President
means a vio transaction state or with services, an building or of any othe	lation of any state or federal law of business with any public entity in the United States, including, buy leases for real property, or a public work, to be provided to	defined in Paragraph 287.133(1)(g), Florida Statutes, by a person with respect to and directly related to the yor with an agency or political subdivision of any other at not limited to, any response or contract for goods or ny contract for the construction or repair of a public any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, presentation.
Statutes, me adjudication indictment	eans a finding of guilt or a con n of guilt, in any federal or stat	ion" as defined in paragraph 287.133(1)(b), Florida nviction or a public entity crime, with or without an te trial court of record relating to charges brought by as a result of a jury verdict, non-jury trial, or entry of
	I that an "affiliate" as defined in	paragraph 287.133(1)(a), Florida Statutes, means:
a) b)	An entity under the control of a the entity and who has been co- includes those officers, direct members, and agents who are ac- by one person of shares const pooling of equipment or incom- an arm's length agreement, sha	person convicted of a public entity crime; or any natural person who is active in the management of provicted of a public entity crime. The term "affiliate" tors, executives, partners, shareholders, employees, ctive in the management of an affiliate. The ownership tituting a controlling interest in another person, or a se among persons when not to fair market value under all be prima facie case that one person controls another gly enters into a joint venture with a person who has

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

months shall be considered an affiliate.

been convicted of a public entity crime in Florida during the preceding thirty-six (36)



8.	<ol> <li>Based on information and belief, the statement the entity submitting this sworn statement. (</li> </ol>	ent, which I have marked below, is true in relation to Please indicate which statement applies.)
th	executives, partners, shareholders, employees, r	sworn statement, nor any of its officers, directors, nembers, or agents who are active in management of een charged with and convicted of a public entity crime
th	executives, partners, shareholders, employees, r	statement, or one of more of the officers, directors, nembers, or agents who are active in management of charged with and convicted of a public entity crime which additional statement applies.)
	of Florida, Division of Administrative Hearing	ing the conviction before a hearing officer of the State s. The final order entered by the Hearing Officer did vendor list. (Please attach a copy of the final order.)
	proceeding before a hearing officer of the	the convicted vendor list. There has been a subsequent State of Florida, Division of Administrative Hearings. ermined that it was in the public interest to remove the . (Please attach a copy of the final order.)
ar	The person or affiliate has not been pany action taken by or pending with the Departm	placed on the convicted vendor list. (Please describe
***	any action amon by or periodic (time also popular	hun Ei. C
		Signature
		April 22, 2023
		Date
State	of: Texas	
Count	nty of: Travis	
		1
	rization, this day of April	means of physical presence or online, 20 33 by Lee Ginsuelle one or produced fine lienve
as ider	entification.	le of 2 produced prive harve
		A. Parano
	JESUS RODRIGUEZ	Notary Public
	Notary ID #133363297 My Commission Expires	My commission expires: 09/20/2025
	September 29, 2025	tray commission expires. Dy agrange



#### ATTACHMENT "B" SWORN STATEMENT UNDER FLORIDA STATUTE 287.133(3)(6) ON PUBLIC ENTITY CRIMES

### TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

3. My name is Ameera Sayeed (please plint ham of a sayeed and my relationship to the entity named above is CEO)
 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,

4. I understand that a "public entity crime" as defined in Faragraph 26 Model and directly related to the means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responses or applies to response on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



8. Base the e	ed on information and belief, the statement, which I have marked below, is true in relation to entity submitting this sworn statement. (Please indicate which statement applies.)
executive the entity,	Neither the entity submitting this sworn statement, nor any of its officers, directors, so, partners, shareholders, employees, members, or agents who are active in management of an affiliate of the entity have been charged with and convicted of a public entity crime at to July 1, 1989.
the entity,	The entity submitting this sworn statement, or one of more of the officers, directors, partners, shareholders, employees, members, or agents who are active in management of or an affiliate of the entity has been charged with and convicted of a public entity crime to July 1, 1989, and (Please indicate which additional statement applies.)
of Florida,	There has been a proceeding concerning the conviction before a hearing officer of the State Division of Administrative Hearings. The final order entered by the Hearing Officer did e person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
procee The final ord	The person or affiliate was placed on the convicted vendor list. There has been a subsequent eding before a hearing officer of the State of Florida, Division of Administrative Hearings. Her entered by the hearing officer determined that it was in the public interest to remove the filiate from the convicted vendor list. (Please attach a copy of the final order.)
Т	The person or affiliate has not been placed on the convicted vendor list. (Please describe
any action ta	ken by or pending with the Department of General Services.)
	Signature
	APRIL 21 2023
Mid	Date /
State of:	
County of: \\J\\\	W/V (
Sworn to (or affir	rmed) and subscribed before me by means ofphysical presence or online
notarization, this	who ispersonally known to me orproduced FLOV: 530000 @ 745660
as identification.	
Consideration of the constraint of the constrain	
	ERICA GARDNER Commission # HH 346529 Expires January 5, 2027  Minute of the commission of the commissi
1.39	My commission expires: 1-5-27
	The state of the s



# ATTACHMENT "B" SWORN STATEMENT UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

#### TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

- 1. This sworn statement is submitted with Response, Proposal or Contract for Nassau County Vision Plan + Comp Plan 2. This sworn statement is submitted by Maxine Eng (entity submitting sworn statement), whose business address is 2 Vander with Pl., Aske ville. NC 28801 and its Federal Employee Identification Number (FEIN) is 45-292 8115 \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: My name is Maxine Eng (please print name of individual signing), and my relationship to the entity named above is Marketing and Proposal Coordinator. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or An entity under the control of any natural person who is active in the management of
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responses or applies to response on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



		ment, which I have marked below, is true in relation to . (Please indicate which statement applies.)
the entity,	, partners, shareholders, employees	is sworn statement, nor any of its officers, directors s, members, or agents who are active in management of been charged with and convicted of a public entity crime
the entity,	, partners, shareholders, employees or an affiliate of the entity has be	n statement, or one of more of the officers, directors s, members, or agents who are active in management of en charged with and convicted of a public entity crime the which additional statement applies.)
of Florida	a, Division of Administrative Heari	erning the conviction before a hearing officer of the State ngs. The final order entered by the Hearing Officer did red vendor list. (Please attach a copy of the final order.)
The final	beeding before a hearing officer of the order entered by the hearing officer of	on the convicted vendor list. There has been a subsequen the State of Florida, Division of Administrative Hearings determined that it was in the public interest to remove the list. (Please attach a copy of the final order.)
any action	The person or affiliate has not bee taken by or pending with the Depa	n placed on the convicted vendor list. (Please describe rtment of General Services.)
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		4/21/23 Date
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vorn to (or a starization, t	affirmed) and subscribed before me his2\forall day ofApri\who is/ personally known t	by means of $\times$ physical presence or online , 20 23 by Makine Eng o me or produced
vorn to (or a starization, t	iffirmed) and subscribed before me his 21 day of April who is personally known ton.	by means of X physical presence or online
	who is personally known to be a BUEROA NOTARY  PUBLIC	by means of $\times$ physical presence or online, 20 23 by Enc o me or produced



### ATTACHMENT "C" EXPERIENCE OF RESPONDENT

The following questionnaire shall be answered by the respondent for use in evaluating the response to determine the lowest, responsive, and responsible respondent, meeting the required specifications.

1.	FIRM NAME: Halff Associates, Inc.
	Address: 9995 Gate Parkway N Suite 200,
	County/State/Zip: Jacksonville, FL 32246
	Phone: (850) 224-4400 Email: bKane@Halff.com
	Name of primary contact responsible for work performance: Brennan Kane, Associate AIA
	Phone: (214) 217-6645 Cell Phone: (414) 550-8433
	Email: bkane@halff.com
2.	INSURANCE: N/A, this is a professional service contract. Please see page 112 for Surety Company: insurance certificate.
	Agent Company: N/A
	Agent Contact: N/A
	Total Bonding CapaCounty: \$ N/A Value of Work Presently Bonded: \$ N/A
3.	EXPERIENCE:
	Years in business: 73 years
	Years in business under this name: 30 years
	Years performing this type of work: 73 years
	Value of work now under contract: \$988,422,305
	Value of work in place last year: \$687,864,505
	Percentage (%) of work usually self-performed: Varies per Contract and RFQ requirements
	Name of subvendors you may use: N/A for this contract
	Has your firm: Failed to complete a contract: Yes X No
	Been involved in bankruptcy or reorganization: Yes X_No
	Pending judgment claims or suits against firm: Yes _X No

\*Continues on Next Page\*



### 4. PERSONNEL

How many employees does your company employ: \_\_1,410

Position/Category (List all)	Full-time	Part-time
All Employees	1,356	54
Please see page 111 for br	eakdown of full-time employe	ees
	. ,	

### 5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this response.

Reference #1:	
Company/Agency Name: City of Fate	
Address: 1900 C.D. Doren Pkwy, Fate, T.	X 75087
Contract Person: Ryan Wells	
Phone: (972) 771-4601	Email: rwells@cityoffate.com
Project Description: Comprehensive Plan	
Contract \$ Amount: \$225,000	
Date Completed: 2022	
Reference #2:	
Company/Agency Name: City of Lewisvi	lle
Address: P.O. Box 299002 Lewisville, TX	(75029
Contract Person: Stacie Anaya	
Phone: (972) 219-3458	
Project Description: Healthy Infrastructure	Plan
Contract \$ Amount: \$329,000	
Date Completed: 2023	
Reference #3:	
Company/Agency Name: Apalachee Regi	
Address: 2507 Callaway Road, Suite 20	0, Tallahassee, FL 32303
Contract Person: Josh Adams	
Phone: 850.488.6211	Email: JAdams@arpc.org
Project Description: ARPC Regional Vulne	rability Assessment Apalachee Regional Planning Counci



Contract \$ Amount: \$247,000

Date Completed: 2022

### **REMINDER:**

THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.



### ATTACHMENT "D" DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.0	87, hereby certify that
Halff Associates, Inc.	(print or type name of firm)

- 1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- 2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- 3. Gives each employee engaged in providing commodities or contractual services that are under response or proposal, a copy of the statement specified above.
- 4. Notifies the employees that as a condition of working on the commodities or contractual services that are under response or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- 5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]



State of: Texas

County of: Dallas

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_ personally known to me or \_\_\_\_ produced \_\_\_\_\_ who is \_\_\_\_ personally known to me or \_\_\_\_ produced \_\_\_\_\_ as identification.

LESLIE M. WARD
Notary Public
State of Texas
ID # 12577247-6
My Comm. Expires 04-15-2024

hour M. Ward Notary Public

My commission expires: 4 15 2024



# ATTACHMENT "E" NASSAU COUNTY E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

PROFESSIONAL ASSISTANCE TO CREATE VISION PLAN AND PROVIDE COMPREHENSIVE PLAN REVISION SERVICES

Project Name: _	COMPREHENSIVE PLAN REVISION SERVICES	
Bid No./Contrac	act No.:_RFP NO. NC23-028	

#### **DEFINITIONS:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment "A") attesting that the Contractor does not employ, contract with, or



- subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

### **CONTRACT TERMINATION:**

- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



### **ATTACHMENT "E-1"**

### **CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Halff Associates, Inc. (Contractor Company
Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.
A true and correct copy of Halff Associates, Inc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.
Print Name: Brennan Kane
Date: 4/24/23
STATE OF FLORIDA TEXAS
COUNTY OF Dallas
The foregoing instrument was acknowledged before me by means of physical presence or poline notarization, this 4/24/2023 (Date) by Brennan Kane (Name of Officer or Agent, Title of Officer or
Agent) of Halff Associates Inc. (Name of Contractor Company Acknowledging), a Texas (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced as identification.
as identification.
fesse M. Ward
Notary Public LESLIE M. WARD
Printed Name  Notary Public State of Texas ID # 12577247-6 W/ Comm Pyring 04-15-2024
Frinted Name My Comm. Expires 04-15-2024

Revised 03.17.23

My Commission Expires: 4/15/2024







Menu ≡

My Company Account

## My Company Profile

### **Company Information**

### **Company Name**

Halff Associates, Inc.

Doing Business As (DBA) Name

---

### **Company ID**

242584

### **Enrollment Date**

Aug 26, 2009

### **Employer Identification Number (EIN)**

751308699

### **Unique Entity Identifier (UEI)**

---

### **DUNS Number**

015013165

### **Total Number of Employees**

500 to 999

### **NAICS Code**



541

### **Sector**

Professional, Scientific, and Technical Services

### **Subsector**

Professional, Scientific, and Technical Services

**Edit Company Information** 

### **Employer Category**

### **Employer Category**

Federal Contractor with FAR E-Verify Clause

**Edit Employer Category** 

### Company Addresses

### **Physical Address**

1201 North Bowser Road Richardson, TX 75081

### **Mailing Address**

Same as Physical Address

**Edit Company Addresses** 



### Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

**Number of Sites** 

1

**Edit Hiring Sites** 

### Company Access and MOU

### My Company is Configured to:

Verify Its Own Employees

Manage and Verify Employees for Clients

### **Memorandum of Understanding**

**View Current MOU** 

U.S. Department of Homeland Security U.S. Citizenship and Immigration Services

Accessibility Plug-ins Site Map







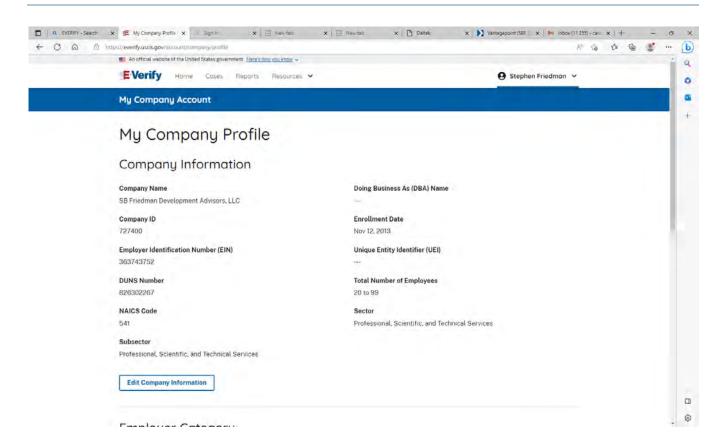
### ATTACHMENT "E-2"

### SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that SB Friedman Development Advisors, LLC (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.  A true and correct copy of SB Friedman Development Advisors, LLC (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.
- Ry
Print Name: Caren Kay
Date: 4/20/2023
ILLINOIS STATE OF FLORIDA COUNTY OF Cook
The foregoing instrument was acknowledged before me by means of aphysical presence or ponline notarization, this 4/20/2023 (Date) by Caren Kay, Vice President (Name of Officer or Agent, Title of Officer or
Agent) of SB Friedman Development Advisors, LLC (Name of Contractor Company Acknowledging), a Illinois (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced as identification.
Carolyn Hines OFFICIAL SEAL PUBLIC FOR STATE OF FLUNDS Notary Public - State of Illinois My Commission Expires July 23, 2024
Carolyn Hines
Printed Name
My Commission Expires: 4/23/3024

**Tab 10 – Attachments/Administrative Information** 







### ATTACHMENT "E-2"

### SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that	Urban 3	(Subcontractor
Company Name) does not unauthorized alien, and is otherw Statutes.	employ, contract w vise in full compliance	ith, or subcontract with an with Section 448.095, Florida
All employees hired on or after authorization status verified thro		
A true and correct copy of $\underline{Uv}$ Company Name) proof of registr Affidavit.	han 3 ation in the E-Verify s	(Subcontractor ystem is attached to this
Maxime ang		
Print Name: Maxine Eng		
Date: 4/21/23		
STATE OF FLORIDA North (	larolina	
COUNTY OF Buncombe		
Agent) of <u>Urban 3</u> , L Acknowledging), a NC on behalf of the Corporation. H	notarization, this(Name of Officer(Name(State or Place	s ค <u>คศ 21, 2</u> 623 (Date) by or Agent, Title of Officer or e of Contractor Company e of Incorporation) Corporation,
MI BOLO		SAS BUERCA
Notary Public		NOTARY A
Melissa Buerdcholtz		E PUBLIC O
Printed Name	100 m / 1 fe	On the state of th
My Commission Expires: Apr	21, 2023	BE COUNTY OF







Company ID Number: 2087346

### Approved by:

Employer Urban3			
Name (Please Type or Print) Maxine Eng	Title		
Signature	Date		
Electronically Signed	02/21/2023		
Department of Homeland Security – Verification Division			
Name (Please Type or Print) USCIS Verification Division	Title		
Signature	Date		
Electronically Signed	02/21/2023		

Page 13 of 17 E-Verify MOU for Employers | Revision Date 06/01/13







Company ID Number: 2087346

Information Required for the E-Verify Program		
Information relating to your Company:		
Company Name	Urban3	
Company Facility Address	2 Vanderbilt Pl. Asheville, NC 28801	
Company Alternate Address		
County or Parish	BUNCOMBE	
Employer Identification Number	452928115	
North American Industry Classification Systems Code	541	
Parent Company		
Number of Employees	10 to 19	
Number of Sites Verified for	1 site(s)	

Page 14 of 17 E-Verify MOU for Employers | Revision Date 06/01/13



### ATTACHMENT "E-2"

### SUBCONTRACTOR E-VERIFY AFFIDAVIT





https://e-verify.uscis.gov/emp/EmployerWizard.aspx



#### ATTACHMENT "E-2"

### SUBCONTRACTOR E-VERIFY AFFIDAVIT

(546 CINK TYECH LI CISUbcontractor I hereby certify that <u>SHO ONK TRCH UC</u>(Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

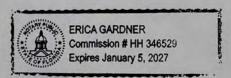
A true and correct copy of GOONE TYCK UC(Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Date: APRIL ZI

STATE OF FLORIDA COUNTY OF

The foregoing instrument was acknowledged before me by means of Aphysical presence of Aphysical notarization, this 4 2 3 (Date) by (Name of Officer or Agent, Title of Officer or (Name of Contractor Company Agent) Acknowledging), a (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \$200-001-40 plas identification.

My Commission Expires:









Company ID Number: 1861019

### Approved by:

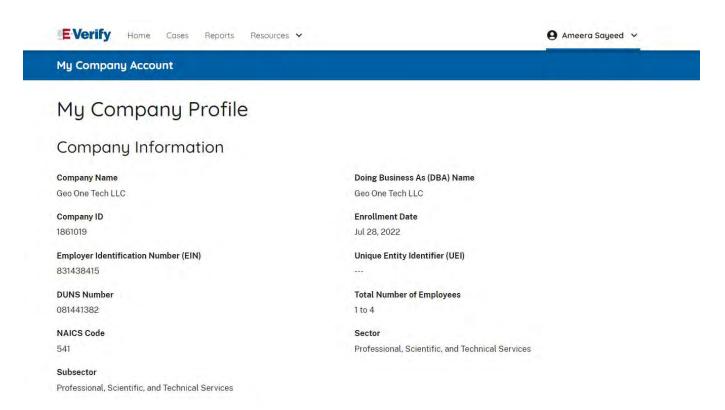
Employer Geo One Tech LLC		
Name (Please Type or Print) Ameera Sayeed	Title	
Signature Electronically Signed	Date 07/28/2022	
Department of Homeland Security – Verifica	ition Division	
Name (Please Type or Print) USCIS Verification Division	Title	
Signature	Date	



Company ID Number: 1861019

Information Required for the E-Verify Program Information relating to your Company:		
Company Name	Geo One Tech LLC	
Company Facility Address	5357 Winrose Falls Drive Jacksonville, FL 32258	
Company Alternate Address	5357 Winrose Falls Drive Jacksonville, FL 32258	
County or Parish	DUVAL	
Employer Identification Number	831438415	
North American Industry Classification Systems Code	541	
Parent Company		
Number of Employees	1 to 4	
Number of Sites Verified for		



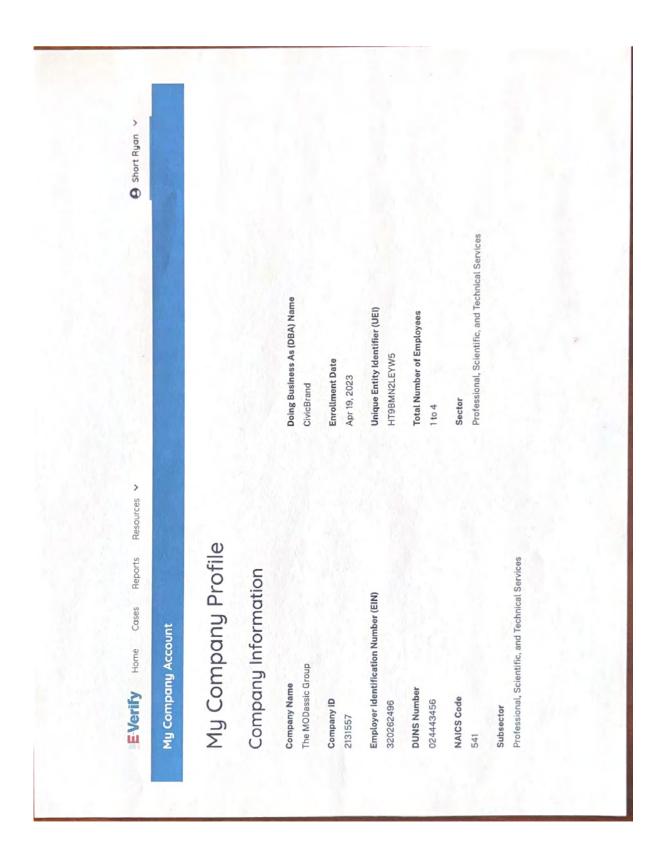




### ATTACHMENT "E-2" SUBCONTRACTOR E-VERIFY AFFIDAVIT that The Modassic Group Aba Cis certify Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. A true and correct copy of The MOPassic Group (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit. Print Name: 4/20 12023 Date: COLORADO STATE OF FLORIDA COUNTY OF Chaffee The foregoing instrument was acknowledged before me by means of wphysical notarization, this April 20th 2023 (Date) or □online (Name of Officer or Agent, Title of Officer or Short Agent) of The Modossic Group (Name of Contractor Company Acknowledging), a UC (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Drivers license as identification. ASHLY GONZALEZ NOTARY PUBLIC STATE OF COLORADO Notary Public NOTARY ID 20224020123 MY COMMISSION EXPIRES 05/19/2026

My Commission Expires: 05







#### ATTACHMENT "F"

### GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

### COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

Completed Operations) Applies Per Project \$2,000,000

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

### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

Part One – Workers' Compensation Insurance – Unlimited Statutory

Benefits as provided in the Florida Statutes and

Part Two - Employer's Liability Insurance

Bodily Injury By Accident \$500,000 Each

Accident

Bodily Injury By Disease \$500,000 Policy

Limit

\$500,000 Each Bodily Injury By Disease

Employee

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

#### AUTOMOBILE LIABILITY INSURANCE

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



The Limits of this insurance shall not be less than the following limits: Combined Single Limit – Each Accident

\$1,000,000

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

### PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

Each Occurrence/Annual Aggregate

\$1,000,000

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

#### **CRIME/FIDELITY COVERAGE**

This additional coverage will be required for all service providers involving information technology services, consulting and administration services with access to technology systems, and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Crime/Fidelity and/or Fiduciary Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for expense Crime/Fidelity and/or Fiduciary Liability insurance, the minimum amount of such insurance shall be as follows:

Third Party Employee Dishonesty

\$1,000,000

### CYBER AND DATA SECURITY LIABILITY

This additional coverage will be required for all projects involving information technology services, software providers, programmers and similar exposures. The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Cyber and Data Security Liability insurance coverage for the life of this Contract.



If the contract includes a requirement for Cyber and Data Security Liability insurance, the minimum amount of such insurance shall be as follows:

Technology Errors and Omissions Liability coverage \$2,000,000 \$2,000,000 Network and Data (Information) Security \$2,000,000

Policy coverage must include Third Party Liability coverage.

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

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners thirty (30) days following the execution of the agreement or prior to the first date of services, whichever comes first.

> CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

> CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)



CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

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

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

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

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

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

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

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



retention(s).

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



Client#: 98667

#### **HALFASSO**

#### ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

, , , , , , , , , , , , , , , , , ,	. ,	
PRODUCER	CONTACT Rebecca Egan	
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 770-670-5355 FAX (A/C, No):	
3780 Mansell Road, Suite 370 Alpharetta, GA 30022	E-MAIL ADDRESS: rebecca.egan@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: National Union Fire Ins. Co.	19445
INSURED	INSURER B : The Continental Insurance Company	35289
Halff Associates, Inc.	INSURER C : New Hampshire Ins. Co.	23841
1201 N. Bowser	INSURER D : Allied World Surplus Lines Ins	24319
Richardson, TX 75081	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 22-23 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 REEN REDUCED BY PAID CLAIMS

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY		GL5856923	08/01/2022	08/01/2023	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$25,000
						PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$4,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		CA5717893	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
В	X UMBRELLA LIAB X OCCUR		7034027549	08/01/2022	08/01/2023	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
	DED X RETENTION \$10,000						\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC014195843	08/01/2022	08/01/2023	X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional		03113813	08/01/2022	08/01/2023	Per Claim \$1,000,00	0
	Liability incl.					Aggregate \$2,000,00	00
	Pollution						
	·						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER	CANCELLATION
Sample Certificate	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
	DAN. Willings

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ACORD 25 (2016/03) 1 of 1 #S3350365/M3349027

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SBRU1



#### 1. SOLICITATION NUMBER ARCHITECT-ENGINEER QUALIFICATIONS (if any) NO. NC23-028 PART II - GENERAL QUALIFICATIONS (If a firm has branch offices, complete for each specific branch office seeking work.) 2a. FIRM (OR BRANCH OFFICE) NAME 3. YEAR ESTABLISHED 4. UNIQUE ENTITY Halff Associates, Inc. 1950 C7VNRQW5GQK5 5. OWNERSHIP 2255 Killearn Center Blvd., Suite 200 a. TYPE Corporation 2c. CITY 2d. STATE 2e. ZIP CODE b. SMALL BUSINESS STATUS Large Business Tallahassee FL 32309 6a. POINT OF CONTACT NAME AND TITLE 7. NAME OF FIRM (if Block 2a is a Branch Office Jessica Baker Daily, PE, CFM, PMP - Chief People Officer Halff Associates, Inc. 6b. TELEPHONE NUMBER C F-MAIL ADDRE (850) 224-4400 jbaker@halff.com 8c. UNIQUE ENTITY IDENTIFIER 8b. YEAR ESTABLISHED 8a. FORMER FIRM NAME(S) (if any) Genesis Halff. Inc. 2019 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS 9. EMPLOYEES BY DISCIPLINE c. Revenue Index C. No. of a. Function a. Profile b. Discipline **Employees** b. Experience Number Code Code (see belo (2) BRANCI Airports; Terminals and Hangars; Freight 02 Administrative 186 6 A06 3 Handling 06 Architect B02 5 18 **Bridges** Commercial Building; (low rise); Shopping 80 CADD Technician 89 3 C10 8 Centers 10 Chemical Engineer 11 C12 Communications Systems; TV; Microwave 4 12 Civil Engineer 395 13 E02 Educational Facilities; Classrooms 5 1 14 Computer Programmer 37 E03 Electrical Studies and Design 5 Environmental Impact Studies, Assessments or 15 E09 6 Construction Inspector 39 Statements Geographic Information System Services: 7 6 16 Construction Manager 1 G04 Development, Analysis, and Data Collection 20 H07 9 21 Electrical Engineer Highways; Streets; Airfield Paving; Parking Lots 24 Enviro. Scientist 38 H09 Hospitals & Medical Facilities 4 Housing (Residential, Multifamily, Apartments, 29 **GIS Specialist** 49 H11 6 Condominiums) 30 Geologist 8 101 Industrial Buildings; Manufacturing Plants 6 38 Land Surveyor 150 L03 Landscape Architecture 7 P04 Pipelines (Cross-country-Liquid & Gas) 8 39 49 Landscape Architect 42 Mechanical Engineer 26 P06 Planning (Site, Installation and Project) 5 47 Planner Urban/Reg. 38 R11 Rivers; Canals; Waterways; Flood Control 8 57 Structural Engineer 15 S04 Sewage Collection, Treatment and Disposal 7 Surveying; Platting; Mapping: Flood Plain 58 Technician/Analyst 76 S10 8 Studies 60 Transportation Engineer 75 10 S11 Sustainable Design 6 Water Resources 62 84 S13 Storm Water Handling & Facilities 7 Engineer Total W03 1,410 Water Supply; Treatment and Distribution 6 11. ANNUAL AVERAGE PROFESSIONAL SERVICES PROFESSIONAL SERVICES REVENUE INDEX NUMBER **REVENUES OF FIRM FOR LAST 3 YEARS** (Insert revenue index number shown at right) 1. Less than \$ 100,000 6. \$ 2 million to less than \$ 5 million 2. \$ 100,000 to less than \$ 250,000 \$ 5 million to less than \$10 million a. Federal Work 3. \$ 250,000 to less than \$ 500,000 8. \$ 10 million to less than \$ 25 million b. Non-Federal Work 10 4. \$ 500,000 to less than \$ 1 million \$ 25 million to less than \$ 50 million 10. \$ 50 million or greater 5. \$ 1 million to less than \$ 2 million c. Total Work 10 12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts. a. SIGNATURE essica Baken Daily b. DATE March 31st, 2023 c. NAME AND TITLE Jessica Baker Daily, PE, CFM, PMP - Chief Marketing Officer

STANDARD FORM 330 (REV. 7/2021)



#### ATTACHMENT "G" FEDERAL PROVISIONS

In performing under this Agreement, contractor shall comply with the following federal requirements, as applicable:

- Drug Free Workplace Requirements: All contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the contractor to take certain actions to provide a drug-free workplace.
- 2. Davis-Bacon Act: If applicable, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The CONSULTANT are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONSULTANT are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The CONSULTANT must report all suspected or reported violations of the Davis-Bacon Act to the County.
- 3. Copeland Anti Kick Back Act: CONSULTANT shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. CONSULTANT are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- 4. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each CONSULTANT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 5. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONSULTANT shall certify compliance. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which



#### shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

- 6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): CONSULTANTS that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall certify compliance.
- 7. **501(c)(4) Entities:** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. CONSULTANT shall ensure that its CONSULTANTs and sub-awardees comply with this requirement.
- 8. **Federal Changes:** CONSULTANT shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
- 9. Safeguarding Personal Identifiable Information: CONSULTANT and sub awardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- 10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- 11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and



Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- 12. **E-Verify:** Enrollment and verification requirements:
  - a. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall:
    - i. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
    - ii. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
    - iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
  - b. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:
    - i. All new employees:
      - 1. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
    - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
  - c. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to



the contract.

- d. Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU).
- e. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU:
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E- Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
  - iv. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:
    - Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
    - Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
    - 3. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.
- 13. Subcontracts: The Contractor shall include the requirements of this clause, including this



paragraph, appropriately modified for identification of the parties in each subcontract that:

- a. Is for:
  - i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - ii. Construction;
- b. Has a value of more than \$3,500; and
- c. Includes work performed in the United States.

#### FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, CONSULTANT shall comply with the following federally mandated non-discrimination requirements, as applicable:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
- 2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
- 3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
- 4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
- 5. Revised ADA Standards for Accessible Design for Construction Awards
  - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
  - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
- 6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
- 7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
- 8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
- EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
- 10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2,



2013 and codified at 41 U.S.C. § 4712)

#### ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, CONSULTANT shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

- 1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
- 2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
- 3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- 4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
- The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
- 6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
- 7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
- 8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
- Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
- 10. Executive Order 13112 ("Invasive Species")
- 11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
- 12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
- 13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
- 14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
- 15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
- 16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
- 17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low-Income Populations")



- 18. Rivers and Harbors Act (33 U.S.C. § 407)
- 19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")
- 20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
- 21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
- 22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[Remainder of the page intentionally blank.]



#### ATTACHMENT "H"

Contract Tracking No. CM\_\_\_\_\_

#### **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into by and between the Board of County
Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter
referred to as the "County", and, located at
, hereinafter referred to as the
"Consultant".
WHEREAS, the County desires to obtain professional services for
Said services are more fully described in
the, attached hereto and incorporated herein as
Exhibit "A"; and
WHEREAS, the Consultant desires to render certain professional services as described
in Exhibit "A", and has the qualifications, experience, staff and resources to perform those
professional services; and
WHEREAS, the County, through a competitive selection process conducted in
accordance with the requirements of law and County policy, and based upon the Consultant's
assurance that it has the qualifications, experience, staff and resources, the County has
determined that it would be in the best interest of Nassau County to award a contract to the
Consultant for the rendering of those services described in Exhibit "A".
NOW THEREFORE, in consideration of the mutual covenants and agreements
hereinafter contained, the parties hereto agree as follows:

#### **SECTION 1. Recitals.**

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



#### **SECTION 2. Exhibits.**

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

Exhibit A VENDOR'S SCOPE OF PROFESSIONAL SERVICES

**Exhibit B** INSURANCE DOCUMENTS

#### **SECTION 3. Employment of the Consultant.**

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

#### **SECTION 4. Scope of Services.**

- **4.1** The Consultant shall provide professional services in accordance with Exhibit "A".
- **4.2** Services requested by the County or the County's representative that are not set forth in Exhibit "A" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

#### **SECTION 5. The County's Responsibility.**

- **5.1** The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.
- 5.2 The County hereby designates the \_\_\_\_\_\_\_, or designee, to act on the County's behalf under this Contract. The \_\_\_\_\_\_\_, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions,



receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

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

<b>6.1</b> The term of this Contract shall begin to	upon the execution of this Contract by all parties
and shall terminate on	. The term of this Contract may be extended in
one (1) year increments, with no changes in term	ns or conditions, upon mutual written agreement
between the Consultant and the County. Any ex	tension or amendment to this Contract shall be
subject to availability of funds of the County as so	et forth in Section 11 hereinbelow.

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

#### **SECTION 7. Compensation.**

- 7.1 The Consultant shall be compensated in an amount not to exceed in accordance with Exhibit "A".
- 7.2 The Consultant shall prepare and submit to the 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 found at Section 218.70, Florida Statutes. 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. The County reserves the right to withhold payment to the Consultant for



failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

- 7.3 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.
- 7.4 <u>Final Invoice</u>: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

#### **SECTION 8. Standard of Care.**

230402a - INSERT: reasonable

230327a - INSERT: reasonable

**8.1** The 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. In the County's self-e discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

#### **SECTION 9. Equal Opportunity Employment.**

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



#### **SECTION 10. Access to Premises.**

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

#### **SECTION 11. Funding.**

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

#### **SECTION 12. Expenses.**

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

## SECTION 13. Taxes, Liens, Licenses and Permits.

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

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



authorities, required under this Contract, and to meet and federal, state, county and municipal laws, ordinances, policies and rules.

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

#### SECTION 14. Governing Law, Venue and Compliance with Laws.

- 14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.
- 14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations codes orders, criteria and standards.

#### **SECTION 15. Modifications.**

15.1 The terms of this Contract may be modified only upon the written and mutual

consent of both parties, and approval by appropriate legal authority in the County.

#### **SECTION 16. Assignment and Subcontracting.**

- **16.1** The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.
- 16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities

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to perform in accordance with the terms and conditions of this Contract. The Consultant shall 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 side discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

**16.3** The Consultant shall 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 Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors 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.

#### SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

#### SECTION 18. Termination for Default.



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

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

#### **SECTION 19. Termination for Convenience.**

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

#### SECTION 20. Nondisclosure of Proprietary Information.

**20.1** The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's



performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

#### **SECTION 21. Contingent Fees.**

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

#### SECTION 22. Ownership of Documents.

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

#### **SECTION 23. Force Majeure.**

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



23.2 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 section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing 230402a - INSERT: reasonable notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the 230327a - INSERT: reasonable



Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the 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.

#### **SECTION 24. Access And Audits of Records.**

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

### **SECTION 25. Independent Consultant Status.**

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

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



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#### **SECTION 26. Indemnification.**

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or eaused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance and at this Contract.

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#### **SECTION 27. Insurance.**

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

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

#### **SECTION 28. Dispute Resolution Process.**



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- **28.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.
- **28.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.
- 28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

  230327a INSERT: American Arbitration Association in accordance with its Construction Industry Mediation Procedures.
- 28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

#### **SECTION 29. E-Verify.**

**29.1** The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of



the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

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

#### **SECTION 30. Public Records.**

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF



CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

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



the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- **30.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- **30.3** If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.
- **30.4** If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.
- **30.5** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:
  - a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
  - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.
  - **30.6** A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's



custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

**30.7** If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

#### SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

#### **SECTION 32. Public Entity Crimes.**

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

#### **SECTION 33. Anti-Discrimination.**

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

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race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

#### **SECTION 34. Advertising.**

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

#### **SECTION 35. Notices.**

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

County: Nassau County

Attn:

96135 Nassau Place

Yulee, Florida 32097

Consultant: [Consultant Address]

Attn: [Consultant Contact Person]



#### [Consultant Address]

#### SECTION 36. Attorney's Fees.

**36.1** Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

#### **SECTION 37. Authority to Bind.**

**37.1** The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

# SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

- **38.1** In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.
- **38.2** All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.
- 38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.
- **38.4** The Consultant warhants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed



upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

#### **SECTION 39. Construction of Contract.**

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

#### **SECTION 40. Headings.**

**40.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

#### **SECTION 41. Entire Agreement and Execution.**

- **41.1** This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.
- **41.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

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SECTION 42. Change of Laws.
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42.1 If there is a change in the state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this



Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]



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

**BOARD OF COUNTY COMMISSIONERS** 

	NASSAU COUNTY, FLORIDA
	By: Its:
Attest as to 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	COMPANY'S NAME
	By:
	Its:



# State of Florida Department of State

I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 11, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of January, 2022

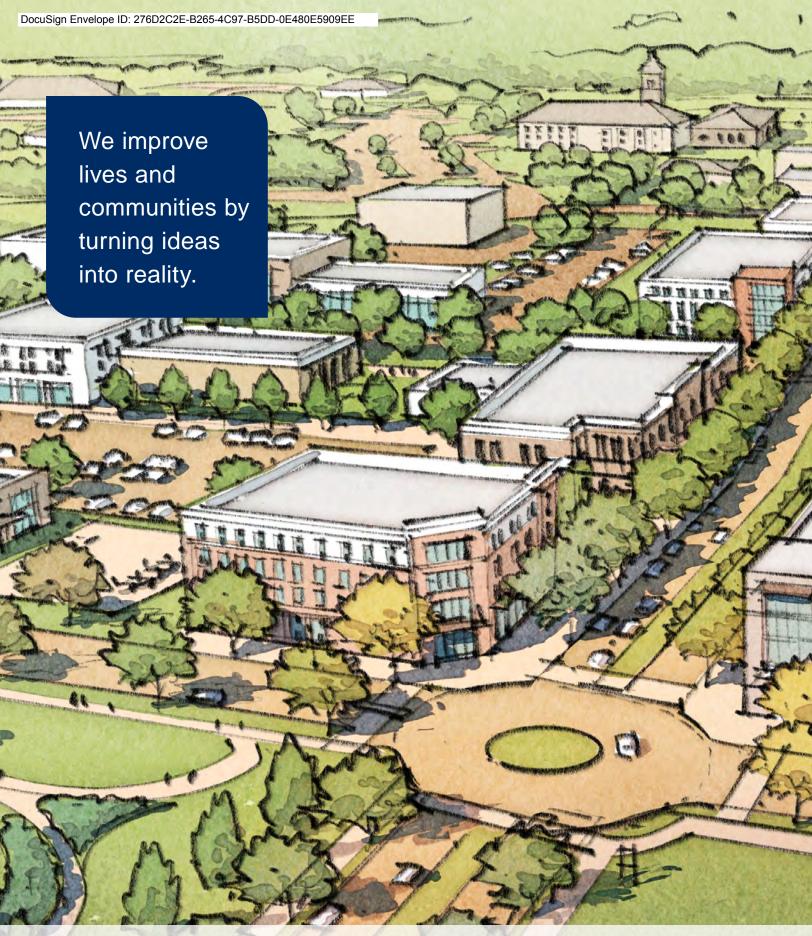




Tracking Number: 7027657204CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfS tatus/CertificateAuthentication





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