

CS-21-198

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM 3156

GENERAL INFORMATION

Requesting Department Solid Waste
Contact Person: Becky Diden
Telephone: (904) 530-6700 Fax: () Email: bdiden@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Republic Services of Florida
Address: 7000 Imeson Rd Jacksonville FL 32219
City State Zip
Contractor's Administrator Name: Seth Weightman Title: Manager Municipal Sales
Telephone: (904) 999-3033 Fax: () Email: sweightman@republicservices.com

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

Authorized Signatory Name: Seth Weightman
Authorized Signatory Email: sweightman@republicservices.com

CONTRACT INFORMATION

Contract Name: Service Agreement for Delivery of Recyclable Materials
Description: Single Stream Recycling products delivered by Nassau County
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.
Total Amount of Contract: Estimated at \$45,000 Yr
APPROXIMATE IF NECESSARY
Source of Funds/Account: 01357534-543003 Termination/Cancellation: 30 days
Authorized Signatory: Taco E. Pope, County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 6/1/22 to: 5/31/23
Status: New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: Increased Amount to Existing Contract:
New Contract Dates: to Total or Amended Amount:

Continued on next page

CHECKLIST*Review/Complete before sending contract for final signature*

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

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Doug Podiak 3/30/2022
Department Head/Contract Manager Date
2. Kanace Adams 4/1/2022
Procurement Date
3. Chris Lacambra 4/5/2022
Office of Mgmt & Budget Date
4. Denise C. May 4/5/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope, AICP 4/5/2022
County Manager Date

RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

Nassau County Board of County Commissioners
Sole Source/Single Source Certification Form

Vendor Name: Republic Srvc of Florida Department: Solid Waste
Address: 7000 Imeson Rd
Jacksonville, FL 32219
Phone: 904-999-3033 Date: 3/10/22
Contact Name: Seth Weightman
Account: 01357534-543003 Cost: Approx. \$45,000/Yr.

Description of Goods and/or Service:

Service Agreement for delivery of Single Stream Recycling materials. (Glass, paper, aluminum, and newspaper).

Check one (1) of the following two (2) choices:

Sole Source: The goods or services can be legally purchased from only one source.

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

Please check all the following that apply:

Purchase can only be obtained from original manufacturer-not available through distributors.

Only authorized area distributor of the original manufacturer.

Parts/Equipment are not interchangeable with similar parts of another manufacturer.

This is the only known source that will meet the specialized needs of this department or perform the intended function.

This source must be used to meet warranty or service maintenance requirements.

This source is required for standardization.

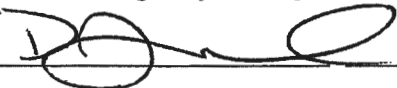
None of the above apply.

Comments/Explanations: (required)

Republic Services of Florida is the only "Murf" Multi Use Recycling Facility, to take recyclables for proper recycling and meet FDEP statute guidelines. All solid waste trash and recyclable haulers in Nassau County and Duval County uses Republic Services of Florida for recycling.

Department Head

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



Office of Management and Budget

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

Chris Lacambra 4/5/2022

County Manager

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

Taco E. Pope, AICP 4/5/2022



March 23, 2022

To whom it may concern:

Republic Services owns and operates a Material Recovery Facility in Jacksonville, Florida. At this MRF, Republic processes recyclable material for many of its customers located throughout northeast Florida. This facility is the only one of its kind in the area so it has the capacity to handle large volumes of recyclable materials for its customers.

Sincerely,

Seth

Seth Weightman
Municipal Manager
Republic Services of Jacksonville, FL



We'll handle it from here.

SERVICE AGREEMENT FOR RECYCLABLE MATERIALS

Materials Recycling Facility

ACCOUNT NUMBER 3611-000012605, CUSTOMER # 120 (Trux)

Company
E-MAIL SWeightman@republicservices.com

Customer: Nassau County Solid Waste ("Customer")
 Customer Address: PO BOX 1081
 Phone: 904-530-6702 Fax: 904-879-6323
 County: Nassau State: FL Zip: 32011
 Start Date: 06/01/2022
 End Date: 05/31/2023
 e-Mail: biden@nassaucountyfl.com
 Company: Republic Services of Florida, Limited Partnership, a Republic Services company ("Republic")

Payment Terms:

Customer to pay:
Republic Services of FL
Limited Partnership
7000 Imeson Road
Jacksonville, FL 32219

TYPE OF WASTE	RATE			
() Plastic	\$	Per ton or	\$	Per cubic yard
() Commercial OCC	\$	Per ton or	\$	Per cubic yard
() Commercial Single Stream	\$	Per ton or	\$	Per cubic yard
(X) Residential Single Stream	\$114.61	Per ton or	\$	Per cubic yard
() Residential Dual Stream	\$	Per ton or	\$	Per cubic yard
() Other:	\$	Per ton or	\$	Per cubic yard
(X) Environmental Fee: \$16.25 per load		(X) Fuel Fee: 11.94%		

Estimated Monthly Tonnage 15

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign this Agreement on behalf of Customer.

BY: Taco E. Pope, M.P.C. TITLE: County Manager
 (AUTHORIZED SIGNATURE) DATE OF AGREEMENT: 4/5/2022

BY: Bill Brinkley TITLE: 4/12/2022
 (AUTHORIZED SIGNATURE)

COMMENTS

Rate based on _____ lbs/yd.

FOR OFFICE USE ONLY

ID. NUMBER	NATIONAL ACCOUNT NUMBER	CUSTOMER CATEG.	CASH TOLERANCE	TV/TOFOE	CREDIT ANALYST
				<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
SITE NUMBER	REGULATIONS OF BLF	TERM	REBYNDIE	C.P.I.	DISPOS. TUB/UM
				<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
TERRITORY	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	TRANS CODE	SFBTPOIDPEF
RENEW	MIG	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL	ENTERED BY
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				

TERMS AND CONDITIONS

1. **Delivery of Recyclable Materials.** Customer shall deliver all Recyclable Materials (as defined below and designated above) generated by customer or generated in the area served by Customer whether collected by Customer or Customer's subcontractor to the Materials Recycling Facility located at 7000 Imeson Road, Jacksonville, FL 32219 (the "MRF").

2. **Definitions. "Recyclable Materials"** means all of or any of the following if marked above: Clean OCC, Commercial OCC, Commercial Single Stream, Residential Single Stream, Residential Dual Stream and/or Other. "Clean OCC" means corrugated containers with a composition that contains 90% or greater of corrugated containers and no more than 10% Out-Throws or Prohibited Materials (as defined below). "Commercial OCC" means corrugated containers with a composition that contains between 70% and 90% corrugated containers and no more than 30% Out-Throws or Prohibited Materials. "Commercial Single Stream" means an inbound stream in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the commercial location (business) into separate commodities. Commercial single stream originates exclusively from commercial business. "Out Throw" means all papers that are manufactured or treated in such a form that is unsuitable for use as the grade otherwise applicable to the Recyclable Materials. "Residential Single Stream" means an inbound stream in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the resident into separate commodities. Residential single stream originates exclusively from households. "Residential Dual Stream" means an inbound stream in which all paper fibers are separate from all plastics, metals, and containers in a single collection vehicle. Residential single stream originates exclusively from households.

TERMS AND CONDITIONS

3. Delivery Procedures: Operation of the MRF.

(a) Acceptance of Recyclable Materials. Republic shall have the right in its sole discretion to reject delivery of any Recyclable Materials offered for acceptance by Customer at the MRF that do not meet the specifications under this Agreement or which is a Prohibited Material. To the extent any load of Recyclable Materials, or any type of Recyclable Material, is rejected by the recycling facility or not of the intended specifications, quality or grade, Republic shall notify Customer and Customer shall pay any damages, costs and penalties incurred by Republic with respect to such rejection or lesser specifications, quality or grade.

(b) Operation of the MRF/Procedures. Customer's delivery of Recyclable Materials to the MRF, which shall occur only during the MRF's posted hours, shall be governed by the procedures applicable to customers utilizing the MRF as Republic may modify such procedures from time to time. Notwithstanding anything in this Agreement to the contrary, Republic shall have the right, in its sole discretion, to close the MRF, in whole or in part, either temporarily or permanently, at any time for any reason and the delivery of Recyclable Materials shall be suspended or adjusted accordingly. Upon any such permanent closure, Republic shall have the right to terminate this Agreement.

(c) Customer's Compliance with Applicable Laws. Customer shall collect, transport and deliver Recyclable Materials to the MRF in compliance with all Applicable Laws and the procedures referenced in Section 3(b). "Applicable Laws" means all then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives applicable to the collection, transportation, use or reuse of the Recyclable Materials or the MRF.

(d) Title to Recyclable Materials. Customer represents and warrants to Republic that either Customer or its customer shall hold clear title, free of all liens, claims and encumbrances, to the Recyclable Materials delivered by Customer to the MRF. Title to, and risk of loss and responsibility for, Recyclable Materials delivered to the MRF by Customer shall pass at the time such Recyclable Materials are removed from the delivery vehicle at the MRF. Title to Prohibited Material shall remain with Customer and shall never be deemed to pass to Republic.

4. Term. Unless sooner terminated pursuant to Section 7, this Agreement shall commence as of the start date indicated on the first page of this Agreement ("Effective Date") and shall remain in full force and effect for twelve (12) consecutive months following the Effective Date ("Initial Term"). Upon mutual agreement of Republic and Customer the Initial Term may be extended for one twelve (12) consecutive month term ("Renewal Term"). Upon expiration or termination of this Agreement, the obligations of Customer to deliver and of Republic to accept Recyclable Materials shall terminate; provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive such expiration or termination.

5. Recycling Fees.

(a) Fees. The party designated on the first page of this Agreement shall receive the fee listed for the Recyclable Materials from the other party (the "Recycling Fee").

(b) Payment Deposit. Republic shall transmit an itemized invoice to Customer of all Recycling Fees and other charges under this Agreement on a periodic basis as set forth on the first page of this Agreement. All invoices shall be paid within sixty (60) days after receipt of invoice.

(c) Fuel Fee. Fuel fee is variable and corporate adjusts the rate on the 15th of the month based on the On-Highway Diesel posted by the EIA.

6. Prohibited Material.

(a) Delivery of Prohibited Material. Customer agrees that it shall not deliver any Prohibited Materials to the MRF. If Customer delivers Recyclable Materials that contains both Recyclable Materials and Prohibited Materials, the entire delivery shall constitute Prohibited Material if the Prohibited Material cannot be separated from the Recyclable Materials through the reasonable efforts of Republic, as Customer's agent to cause such separation, with the cost of such separation to be paid by Customer.

(b) Weighing and Inspection of Waste by Republic. Republic shall weigh all waste at the MRF and the weight so determined shall be final and conclusive on both Customer and Republic. Republic shall have the

right, but not the obligation, to inspect any of Customer's trucks to determine whether the waste delivered is Recyclable Materials or Prohibited Materials. Customer acknowledges and agrees that any failure by Republic to perform any such inspection or to detect Prohibited Material despite such inspection shall in no way relieve Customer from its obligation to deliver only Recyclable Materials or from its other obligations under this Section 6.

(c) Rejection of Prohibited Material. If Customer delivers Prohibited Material to the MRF, Republic may, in its sole discretion: (i) reject such Prohibited Material at Customer's expense; or (ii) if Republic does not discover such Prohibited Material in time to reject and reload such Prohibited Material, after giving Customer telephonic notice thereof and a reasonable opportunity to dispose of such Prohibited Material, Republic may, as Customer's agent, dispose of such Prohibited Material at a location authorized to accept such Prohibited Material in accordance with all Applicable Laws and charge Customer all direct and indirect costs incurred due to handling, delivery and disposal of such Prohibited Material, unless Customer otherwise elects to arrange for disposal of the Prohibited Material. If Customer elects to dispose of such Prohibited Material, it shall do so within such time period as Republic reasonably deems necessary or appropriate in connection with the operation of the MRF, including the preservation of the health and safety of its employees. If after electing to do so Customer does not dispose of the Prohibited Material within such time period, Republic may dispose of such Prohibited Material as Customer's agent, without further notice to Customer, and Customer shall pay the direct and indirect costs set forth above. Notwithstanding the foregoing, no notice shall be required by Republic to Customer for Republic to dispose of Prohibited Material as Customer's agent in emergency situations where in Republic's reasonable judgment a delay in such disposal could constitute a hazard to the MRF or any person on, about or near the premises.

(d) Definition of Prohibited Material. For the purposes of this Agreement, "Prohibited Material" means: (i) any material that is not Recyclable Materials; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the MRF, or because of its size, durability or composition cannot be delivered to the MRF or has a reasonable possibility of otherwise adversely affecting the operation of the MRF.

7. Default.

(a) Events of Default. Each of the following shall be an event of default by Customer under this Agreement: (i) Customer fails to pay any amount due, if any, as and when the same becomes due under this Agreement; or (ii) Customer fails to perform any other term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of thirty (30) days after written notice to Customer specifying the nature of such failure and requesting that it be remedied.

(b) Remedies on Default. Whenever any event of default by Customer shall have occurred and be continuing, Republic shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 7, Republic shall have the option to immediately terminate this Agreement unless during such period Customer has taken remedial steps the effect of which would be to enable Customer to cure such event of default within an additional fifteen (15) day period following the expiration of such grace period; and (ii) if Customer is then in default, Republic shall have the option, without terminating this Agreement, to stop accepting Recyclable Materials delivered by Customer until such default is cured or this Agreement is terminated. If Republic stops accepting Recyclable Materials, Customer shall pay Republic a service interruption fee in an amount determined by Republic in its discretion up to the maximum amount allowed by Applicable Law.

8. Indemnification. Customer shall indemnify, defend (upon request by Republic) and hold harmless Republic and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns (the "Republic Indemnified Parties") from and against any and all claims, counterclaims, suits, demands, actions,

causes of actions, setoffs, fines, attachments, judgments, debts, losses, liabilities, damages, costs, expenses or other liabilities (including attorneys' fees, expert witness fees, litigation expenses, and court or other costs incurred in any proceeding) of any nature whatsoever (collectively, "Losses"), whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Republic Indemnified Party, or otherwise, caused by or arising out of (a) Customer's breach of this Agreement, or (b) Customer's negligence or willful misconduct.

9. Insurance. During the term of this Agreement, Customer shall maintain the following insurance coverage's:

<u>Workers' Compensation:</u>	
Coverage A	Statutory
Coverage B – Employer's Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease
<u>Automobile Liability:</u>	
Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers) and must include MCS-90 endorsement for pollution liability coverage.
<u>Commercial General Liability:</u>	
Bodily Injury/Property Damage	\$2,000,000 each occurrence
Combined – Single Limit	\$3,000,000 general aggregate (including products/completed operations)

All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Customer shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic before Customer delivers any waste to the MRF pursuant to this Agreement. The Certificates and the insurance policies required by this Section 9 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Republic. With the exception of the workers' compensation policy, Republic and the Republic Indemnified Parties shall be shown as additional insured's under all of the insurance policies required by this Section 9. The policies required by this Section 9 shall be primary and the insurance providers shall agree to waive their rights of subrogation against Republic.

10. General.

- (a) Force Majeure. Except for Customer's obligation to pay the Recycling Fee and all Tax/Host Fees/Charges, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, labor disputes, riots, terrorist acts, compliance with or changes in Applicable Law, fires, the loss, suspension, revocation or non-renewal of any permit, license or approval with respect to MRF and/or acts of God ("Force Majeure"). Any failure or delay in performance because of a Force Majeure event shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter.
- (b) Independent Contractor. Customer and Republic shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.

(c) Assignment Binding Effect. Customer may not assign this Agreement without Republic's prior written consent, which Republic may grant or withhold in its sole discretion. Republic may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Republic shall release Republic from any liability under this Agreement from and after the date of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(d) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(e) Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions hereof shall continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

(f) Waiver. No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the MRF is located, without giving effect to any choice or conflict of law provision or rule (whether of the state in which the MRF is located or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state in which the MRF is located.

(h) Waiver of Jury Trial; Attorneys' Fees. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs (including litigation related costs and expert witness fees) leading up to and incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

(i) Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement.

(j) Counterparts; Third Party Beneficiaries. This Agreement may be executed in two or more original, facsimile or pdf counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement is intended to be solely for the benefit of the parties hereto and their successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto, except as provided in Section 8 of, or expressly provided in, this Agreement.

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

CUSTOMER SIGNATURE Taco E. Popey AICP DATE: 4/5/2022

Certificate Of Completion

Envelope Id: 5CACC53D23E2435F8ABD1CA942D676C6

Status: Completed

Subject: Please DocuSign: Republic Services CM 3156

Source Envelope:

Document Pages: 7

Signatures: 10

Envelope Originator:

Certificate Pages: 6

Initials: 0

Becky Diden

AutoNav: Enabled

bdiden@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

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

Record Tracking

Status: Original

Holder: Becky Diden

Location: DocuSign

3/30/2022 11:23:25 AM

bdiden@nassaucountyfl.com

Signer Events

Doug Podiak

dpodiak@nassaucountyfl.com

Facilities Director

Nassau County BOCC

Security Level: Email, Account Authentication (None)

Signature

Doug Podiak

Signature Adoption: Pre-selected Style

Signed by link sent to dpodiak@nassaucountyfl.com

Using IP Address: 50.238.237.26

Timestamp

Sent: 3/30/2022 11:34:18 AM

Viewed: 3/30/2022 12:25:18 PM

Signed: 3/30/2022 12:25:53 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

Security Level: Email, Account Authentication (None)

Lanaee Gilmore

Signature Adoption: Pre-selected Style

Signed by link sent to lgilmore@nassaucountyfl.com

Using IP Address: 50.238.237.26

Sent: 3/30/2022 12:25:56 PM

Viewed: 4/1/2022 4:29:17 PM

Signed: 4/1/2022 4:29:23 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chris Lacambra

clacambra@nassaucountyfl.com

Lacambra

Nassau County BOCC

Security Level: Email, Account Authentication (None)

Chris Lacambra

Signature Adoption: Pre-selected Style

Signed by link sent to

clacambra@nassaucountyfl.com

Using IP Address: 50.238.237.26

Sent: 4/1/2022 4:29:24 PM

Viewed: 4/5/2022 8:26:41 AM

Signed: 4/5/2022 8:26:52 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Denise C. May

dmay@nassaucountyfl.com

Assistant County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication (None)

Denise C. May

Signature Adoption: Pre-selected Style

Signed by link sent to dmay@nassaucountyfl.com

Using IP Address: 50.238.237.26

Signed using mobile

Sent: 4/5/2022 8:26:54 AM

Viewed: 4/5/2022 8:57:15 AM

Signed: 4/5/2022 8:57:42 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

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

Taco E. Pope AICP

Sent: 4/5/2022 8:57:45 AM
 Viewed: 4/5/2022 10:50:28 AM
 Signed: 4/5/2022 10:50:53 AM

Signature Adoption: Pre-selected Style
 Signed by link sent to tpope@nassaucountyfl.com
 Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Bill Brinkley
 sweightman@republicservices.com
 Security Level: Email, Account Authentication
 (None)

Bill Brinkley

Sent: 4/5/2022 10:50:57 AM
 Resent: 4/6/2022 10:57:18 AM
 Resent: 4/12/2022 11:15:19 AM
 Viewed: 4/12/2022 11:18:52 AM
 Signed: 4/12/2022 11:19:41 AM

Signature Adoption: Pre-selected Style
 Signed by link sent to
 sweightman@republicservices.com
 Using IP Address: 163.116.134.118

Electronic Record and Signature Disclosure:
 Accepted: 4/12/2022 11:18:52 AM
 ID: cfcccc1a-4e76-4c0d-80df-1ce61e286239

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Clerk Admin
 clerkservices@nassaucountyfl.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 4/12/2022 11:19:43 AM
 Viewed: 4/19/2022 10:32:04 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Procurement
 Procurement@nassaucountyfl.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 4/12/2022 11:19:44 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

RLS
 RLSDISTRIBUTION@NASSAUCOUNTYFL.COM
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 4/12/2022 11:19:45 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Seth Weightman
 sweightman@republicservices.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 4/12/2022 11:19:45 AM

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Electronic Record and Signature Disclosure:
Accepted: 4/12/2022 11:18:52 AM
ID: cfcccc1a-4e76-4c0d-80df-1ce61e286239

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	3/30/2022 11:34:18 AM
Certified Delivered	Security Checked	4/12/2022 11:18:52 AM
Signing Complete	Security Checked	4/12/2022 11:19:41 AM
Completed	Security Checked	4/12/2022 11:19:45 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Nassau:

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

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

To advise County of Nassau of your new email address

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

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

To request paper copies from County of Nassau

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

To withdraw your consent with County of Nassau

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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