

CS-22-146

**BOCC CONTRACT APPROVAL FORM**  
(Request for Contract Preparation)

CONTRACT TRACKING NO.  
CM3354

**GENERAL INFORMATION**

Requesting Department: Parks and Recreation

Contact Person: Jay Robertson

Telephone: (904) 530-6127 Fax: ( ) Email: jrobertson@nassaucountyfl.com

**CONTRACTOR INFORMATION**

Name: Michael A. Manzie & Associates, Inc. dba Manzie & Drake Land Surveying

Address: 117 South 9<sup>th</sup> St. Fernandina Beach FL 32034  
City State Zip

Contractor's Administrator Name: Michael Manzie Title: Owner/Principal

Telephone: 904-491-5700 Fax: ( ) Email: mikemanzie@gmail.com

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

Authorized Signatory Name: Michael Manzie

Authorized Signatory Email: mikemanzie@gmail.com

**CONTRACT INFORMATION**

Contract Name: Westside Regional Park Land Survey

Description: Survey of park property and re-delineation of wetland lines  
GOODS AND/OR SERVICES TO BE PROVIDED: PHYSICAL LOCATION, ETC.

Total Amount of Contract: NTE \$15,000  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other Account: 68075572 563355  
WSRP

Authorized Signatory: Taco Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 150 days Termination/Cancellation: 30 days

Status:  New  Renew  Amend#  WA/Task Order  Supplemental Agreement

How Procured:  Exemption  Sole Source  Single Source  ITB  RFP  RFQ  Coop  
 Piggyback  Quotes  Other \_\_\_\_\_

**If Processing an Amendment:**

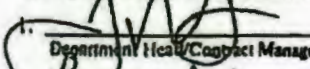
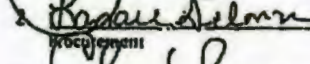
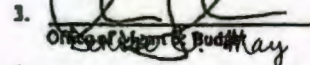
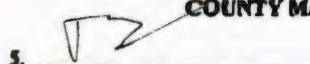
Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \$0.00

*Continued on next page*

<b>CHECKLIST</b>		
<i>Review/Complete before signing contract for final approval</i>		
<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
<b>Contract, Exhibits and Appendices</b>	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 LG
<b>Name, Address, Contact Person</b>	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
<b>Understanding</b>	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
<b>Competition/Conflicts and Existing Contracts/Compliance</b>	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
<b>Other Necessary Agreements</b>	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
<b>Indemnification</b>	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
<b>Term of Contract</b>	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
<b>Warranties/Guarantees</b>	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
<b>Insurance</b>	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
<b>Governing Law</b>	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
<b>Confidentiality Agreements</b>	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
<b>Printed/Typed Names</b>	Names of all persons signing contracts are printed or typed below signatures	Printer

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1.  2/9/23  
Department Head/Contract Manager Date
2.  1-26-2023  
Procurement Date
3.  1.27.23 JP 1/27/23  
Office of Management & Budget Date
4. \_\_\_\_\_ 3/8/2023  
County Attorney Date
5.  3/8/2023  
County Manager Date

**COUNTY MANAGER - FINAL SIGNATURE APPROVAL**



DATE  
2/9/2023

Requisition Form  
NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS  
96115 Nassau Place Suite 1  
Yulee, FL 32097

VENDOR NAME/ADDRESS  
Michael A. Manzie & Associates Inc. dba  
Manzie & Drake Land Surveying  
117 South 8th St. Fern. Bch., FL 32034

DEPARTMENT  
Parks and Recreation

REQUESTED BY  
Jay Robertson

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	CIP000080 WRP	68077572 563355 WSRP		Encumber Contract	CM3354
ITEM NOS	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
	Land Surveying Services for Westside Regional			NTE \$18,000	Sole Source/Single Source Purchases
	Park per the Hourly Rates			\$ 0.00	Purchasing Policy No. 4.2 b 4.2 b. Single Source
				\$ 0.00	Documents Attached
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	Hours worked are estimates only
				\$ 0.00	This project has an NTE of \$18,000 per attached quote
				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE  
COPY - DEPARTMENT

Shipping \$0.00  
Total NTE \$18,000

Department Head

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

*Doug Podiak* 3/3/2023

Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.)

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

*Chris Calamita* 3/5/2023

Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

*Thomas Almon* 3/6/2023

County Manager (signature required if over Department Head signature authority or \$5,000, whichever is less.)

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

*[Signature]* 3/8/2023

SB  
Clerk  
Date: 3/9/2023





Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Parks & Recreation Date: 10/22/2022

Department Address: 45195 Musselwhite Road, Callahan, FL 32011

Contact: Jay Robertson  
Contact email: jrobertson@nassaucountyfl.com  
Department Phone: (904) 530-6120  
Department Fax: (904) 879-3751

Product(s)/Service(s) to be purchased (list all specifications and requirements):  
As a continuation of your previous work, please re-visit the Westside Regional Park Property, pick up the previous boundary pins that were installed and then re-establish the new wetland lines, plotting them on CAD software and providing a usable version for the State Permitting process.

► If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes No X

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: November 1, 2022  
(Date)

Faxed / Scanned to Vendor on 10/22/22 to the attention of Michael Manzie

To be completed by vendor:

Vendor Name: Michael A. Manzie & Associates, Inc. dba Manzie & Drake Land Surveying, L.L.C.

Address: 117 South 9<sup>th</sup> St. Fernandina Beach, FL 32034  
Phone: 904-491-5700 Fax: \_\_\_\_\_  
Contact: Mike Manzie  
Email: mikemanzie@gmail.com

Attached is a written quote from our company, which is valid for \_\_\_\_\_ days.

Michael A. Manzie 10/28/22  
Signature Date

Comments: Final price unable to be quantified until project hours are tallied. Price is NTL; \$15,000.

Contract Tracking No. CM CM3354

**CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA**

**THIS CONTRACT** made and entered into on February 27, 2023, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and Michael A. Manzie & Associates, Inc. dba Manzie & Drake Land Surveying, located at 117 South 9<sup>th</sup> St., Fernandina Beach, FL 32034, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional services to set new wetland lines at Westside Regional Park. Said services are more fully described in the Authorization of Professional Services, attached hereto and incorporated herein as Exhibit "A"; and

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

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

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

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

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

**ARTICLE 2 - SCOPE OF SERVICES**

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

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

**ARTICLE 3 - COUNTY'S RESPONSIBILITY**

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

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Parks and Recreation Director (Jay Robertson), or his designee, to act on County's behalf with respect to the Exhibit "A". The Parks and Recreation Director, or his designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

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**ARTICLE 4 - TERM OF CONTRACT**

The term of this Contract shall begin upon full execution of this Contract by all parties and terminate 150 days thereafter. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under this Contract shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, amendment or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

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

**ARTICLE 5 - COMPENSATION**

5.1 Consultant shall be compensated NTE \$15,000, in accordance with Exhibit "A".

5.2 Consultant shall prepare and submit to the Parks and Recreation Director, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to

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

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

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

#### **ARTICLE 6 – EXPENSES**

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

#### **ARTICLE 7 - STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar

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circumstances, at the same time, and in the same locality. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

**ARTICLE 8 - DOCUMENTS**

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

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

**ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT**

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

**ARTICLE 10 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT**

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant

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represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

**ARTICLE 11 - INDEMNIFICATION**

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

**ARTICLE 12 - INDEPENDENT CONSULTANT**

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

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

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

**ARTICLE 13 – EXTENT OF CONTRACT**

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

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

**ARTICLE 14 - COMPLIANCE WITH LAWS**

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

**ARTICLE 15 - INSURANCE**

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

**ARTICLE 16 – ACCESS TO PREMISES**

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

**ARTICLE 17 - TERMINATION OF CONTRACT**

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

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

**17.2 Default by Consultant:** In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure. Upon receipt of the written notice of termination, Consultant shall immediately render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

**ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

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

**ARTICLE 19 – UNCONTROLLABLE FORCES**

**19.1** Neither County nor Consultant shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the

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prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

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

19.3 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay Consultant believes is excusable under this paragraph, Consultant shall notify County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE CONSULTANT'S

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**SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against County. Consultant shall not be entitled to an increase in the Contract price or payment of any kind from County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause described in this paragraph, after the causes have ceased to exist, Consultant shall perform at no increased cost, unless County determines in its sole discretion, that the delay will significantly impair the value of the Contract to County, in which case, County may do any or all of the following: (1) accept allocated performance or deliveries from Consultant, provided that Consultant grants preferential treatment to County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**ARTICLE 20 - GOVERNING LAW AND VENUE**

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

**ARTICLE 21 - MISCELLANEOUS**

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

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

**21.3 Public Records:** County is a public agency subject to Chapter 119, Florida Statutes. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

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

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

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

#### **ARTICLE 22 – EMPLOYMENT ELIGIBILITY**

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

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

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

**ARTICLE 23 - SUCCESSORS AND ASSIGNS**

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

**ARTICLE 24 - CONTINGENT FEES**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this

Initials tpa

Initials mm



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

**ARTICLE 25 - OWNERSHIP OF DOCUMENTS**

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

**ARTICLE 26 - FUNDING**

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

**ARTICLE 27 - NOTICE**

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

**COUNTY:**

Jay Robertson – Parks and Recreation Director  
45195 Musselwhite Rd., Callahan FL 32011  
904-530-6127  
jrobertson@nassaucountyfl.com

Initials TPA

Initials SMW

**CONSULTANT:**

Michael Manzie  
Michael A. Manzie & Associates, Inc. dba Manzie & Drake Land Surveying  
117 South 9<sup>th</sup> St., Fernandina Beach, FL 32034  
904-491-5700  
mikemanzie@gmail.com

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

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

**ARTICLE 28 - DISPUTE RESOLUTION**

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

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Initials MM



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

**ARTICLE 29 – ASSIGNMENT & SUBCONTRACTING**

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Consultant must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant must provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Consultant agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The 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, will defend the County against such claims.

The Consultant agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Consultant and subcontractor. The Consultant's failure to pay its subcontractor(s)

Initials TPA


Initials MMH

Contract Tracking No. CM 3354

within seven (7) working days will result in a penalty charged against the Consultant and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

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

**NASSAU COUNTY, FLORIDA**

  
\_\_\_\_\_  
**Taco E. Pope, AICP, County Manager**  
**Its: Designee**  
Date: 3/8/2023

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May  
**DENISE C. MAY**

**Michael A. Manzie & Associates, Inc. dba**  
**Manzie & Drake Land Surveying**

Michael A. Manzie

Initials TPA

Initials MM



Contract Tracking No. CM 3354

By: Michael Manzie

Its: Owner/Principal

Date: 2/27/2023

Initials TPA

Initials MM

Exhibit "A"  
**MANZIE & DRAKE LAND SURVEYING**

**AUTHORIZATION FOR PROFESSIONAL SERVICES**

**DATE:** November 18, 2022

**PROJECT NAME:** Westside Regional Park  
P.I.N. 23-3N-24-0000-0001-0010

**CLIENT:** Nassau County Facilities Maintenance Department  
Attn: Jay Robertson  
45195 Musselwhite Road  
Callahan, FL 32011

**Client hereby requests and authorizes Manzie & Drake Land Surveying to perform the following services:**

**SCOPE:**

- Wetland Location Survey (Coordinated by Shawn Bliss with Prosser, Inc.)
- Additional Topographic Survey work on US 1

**COMPENSATION:**

- Hourly at attached rates ... Not to exceed \$15,000 per comments below.

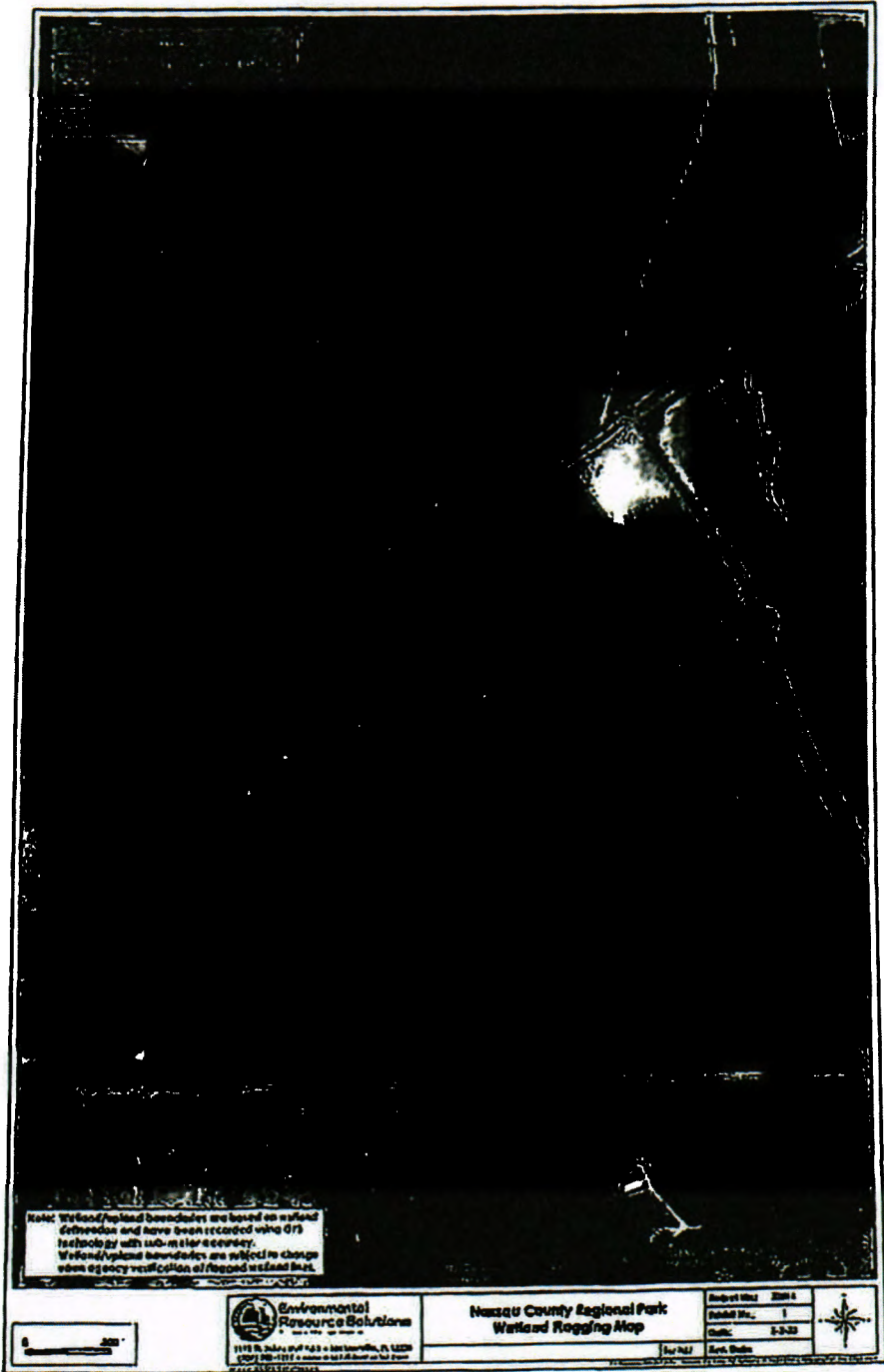
**COMMENTS:**

- See attached scope provided by Proser, Inc.
- We estimate that the Wetland Location portion of the work will take a field crew 40-60 hours.
- We estimate that the additional Topographic Survey work will take a field crew 20 hours.
- CADD technician will take 25 hours
- Professional Land Surveyor will be about 5-10 hours.

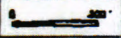
**Standard Rate Schedule**

Professional Land Surveyor ..... \$150.00/Hr.  
Project Manager ..... \$85.00/Hr.  
CADD Design ..... \$85.00/Hr.  
Administrative Assistant ..... \$45.00/Hr.  
2-Man Field Crew ..... \$125.00/Hr.  
3-Man Field Crew ..... \$175.00/Hr.  
Expert Witness ..... \$150.00/Hr.





Note: Wetland/upland boundaries are based on wetland delineation and have been recorded using GIS technology with 100-m buffer accuracy. Wetland/upland boundaries are subject to change upon agency verification of proposed wetland limit.

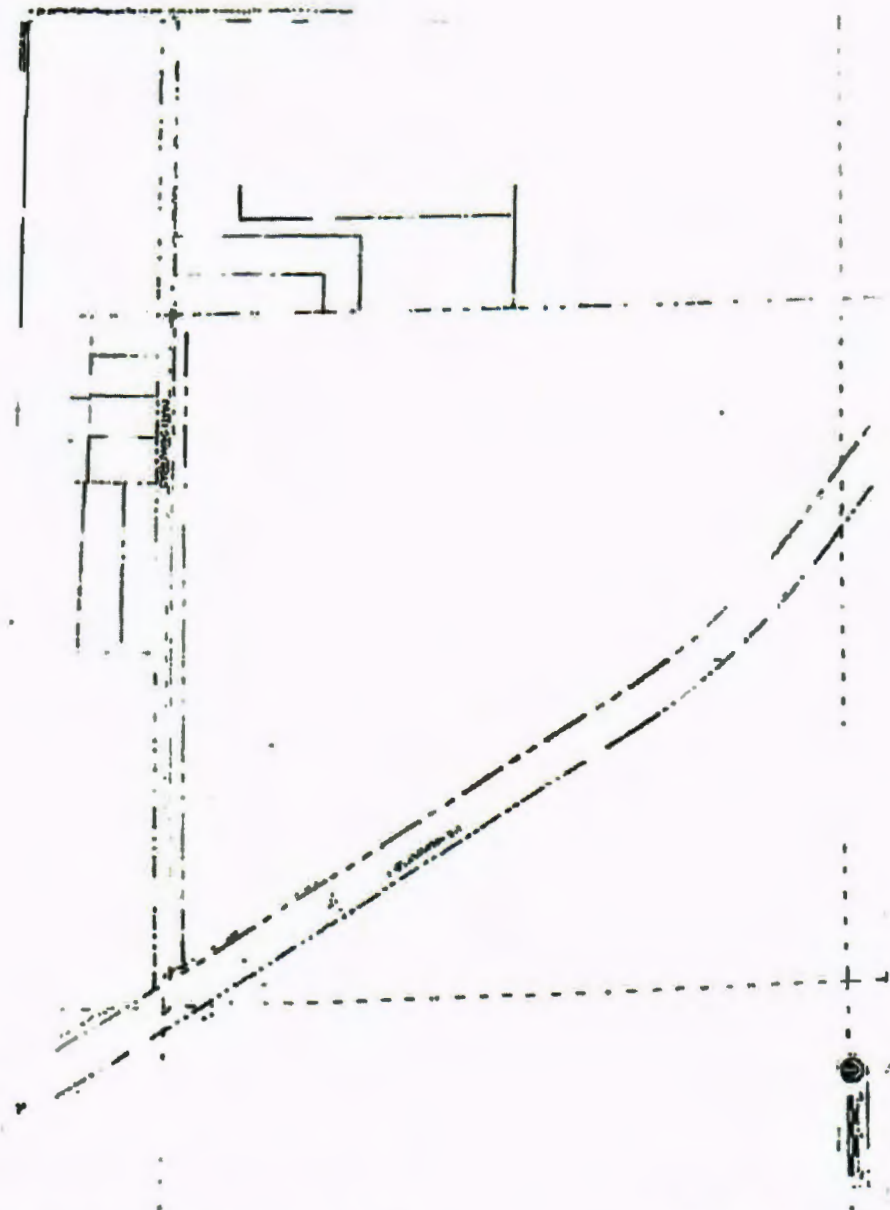


**Environmental Resource Solutions**  
 1175 N. Drake Blvd #200 • Lake Oswego, OR 97039  
 (503) 238-4111 • www.ersolutions.com

**Wasco County Regional Park  
 Wetland Delineation**

Project No. 2008-1  
 Sheet No. 1  
 Date: 8-2-08  
 Rev. 001






**PROSSER**  
Mechanical Engineering  
1000 ...

**PROSSER**  
Mechanical Engineering  
1000 ...



# Exhibit "B"



MANZOR-01

**CERTIFICATE OF LIABILITY INSURANCE**

10/0005

DATE OF POLICY: 5/20/2021

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

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

<p><b>PRODUCER</b> Florida Insurance Center, Inc. 414 W Alexander St Plant City, FL 33563</p>	<p><b>CONTACT</b> Sandi J Willis, CISA Elite, PWCAM Phone: (813) 784-3551 Fax: (813) 784-4468 Email: sandi@floridainsurancecenter.com</p>						
<p><b>INSURER</b> Michael A Marzale &amp; Associates Inc aka Marzale &amp; Debo Land Surveying 117 S. 9th St. Fort Lauderdale, FL 33304</p>	<p><b>INSURANCE COMPANIES</b></p> <table style="width: 100%;"> <tr><td>Windsor Insurance Company</td><td style="text-align: right;">24112</td></tr> <tr><td>Chrysalis Insurance Company</td><td style="text-align: right;">32790</td></tr> <tr><td>StarStoke Specialty Insurance Company</td><td style="text-align: right;">42776</td></tr> </table>	Windsor Insurance Company	24112	Chrysalis Insurance Company	32790	StarStoke Specialty Insurance Company	42776
Windsor Insurance Company	24112						
Chrysalis Insurance Company	32790						
StarStoke Specialty Insurance Company	42776						

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER										
<p><b>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</b></p>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">TYPE OF INSURANCE</th> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 15%;">POLICY PERIOD</th> <th style="width: 15%;">LIMITS</th> </tr> </table>	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 15%;">POLICY PERIOD</th> <th style="width: 15%;">LIMITS</th> </tr> </table>	POLICY NUMBER	POLICY PERIOD	LIMITS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 15%;">POLICY PERIOD</th> <th style="width: 15%;">LIMITS</th> </tr> </table>	POLICY NUMBER	POLICY PERIOD	LIMITS
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POLICY NUMBER	POLICY PERIOD	LIMITS										
<p><b>A</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p style="margin-left: 40px;">POLICY: <input checked="" type="checkbox"/> X <input type="checkbox"/> N/A</p>	<p><b>CWP900647W</b></p>	<p>5/20/2022 - 5/20/2023</p>										
<p>1,000,000 EACH OCCURRENCE 1,000,000 CLAIMS TO RENTED 1,000,000 POLLUTANT 2,000,000 GENERAL AGGREGATE 2,000,000 GENERAL AGGREGATE 1,000,000 EMPLOYMENT PRACTICE</p>												
<p><b>B</b> <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> AUTO ONLY <input checked="" type="checkbox"/> AUTO ONLY</p> <p style="margin-left: 40px;">SCHEDULED AUTO <input checked="" type="checkbox"/> X <input type="checkbox"/> N/A</p>	<p><b>3248713400</b></p>	<p>5/20/2022 - 5/20/2023</p>										
<p>1,000,000 COLLISION DAMAGE 10,000 BODILY INJURY (PER PERSON) 10,000 PROPERTY DAMAGE 10,000 P.I.P.</p>												
<p><b>A</b> <input checked="" type="checkbox"/> UMBRELLA</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> CLAIMS MADE</p> <p style="margin-left: 40px;">POLICY: <input checked="" type="checkbox"/> X <input type="checkbox"/> N/A</p>	<p><b>CWP900647W</b></p>	<p>5/20/2022 - 5/20/2023</p>										
<p>1,000,000 EACH OCCURRENCE 1,000,000 AGGREGATE</p>												
<p><b>C</b> WORKERS COMPENSATION AND EMPLOYERS LIABILITY</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> X <input type="checkbox"/> N/A</p> <p style="margin-left: 40px;">POLICY: <input checked="" type="checkbox"/> X <input type="checkbox"/> N/A</p>	<p><b>2136600203</b></p>	<p>5/20/2022 - 5/20/2023</p>										
<p>1,000,000 EACH OCCURRENCE 1,000,000 EACH OCCURRENCE 1,000,000 EACH OCCURRENCE</p>												
<p><b>D</b> PROFESSIONAL LIABILITY</p>	<p><b>834802280APL</b></p>	<p>5/1/2022 - 5/1/2023</p>										
<p>1,000,000 EACH OCCURRENCE</p>												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if one is to be included)  
Manatee County Board of Commissioners is included as Additional Insured with respect to General Liability and Auto Liability when required by written contract. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers Compensation in favor of Manatee County Board of Commissioners. 30 day notice of cancellation applies except for 10 days for non-payment.

<p><b>CERTIFICATE HOLDER</b></p> <p style="text-align: center;">Manatee County Board of Commissioners 86135 Highway Plaza, Suite B Viña, FL 33597</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p style="text-align: right;">AUTHORIZED REPRESENTATIVE <i>Sandi Willis</i></p>
---	--

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# MANZIE & DRAKE LAND SURVEYING



1/11/2023

Good Afternoon,

Please accept this letter as an explanation for why our services best fit this upcoming project. In 2021, Nassau County and Prosser, Inc. used our services to provide initial surveying and wetland line delineation for the Westside Regional Park Project. This involved our staff visiting the site, physically walking the site and plotting out the existing wetland lines that were provided by the previous agreement with the State agency.

In order for this project to move forward, new lines need to be set based on the guidance of the State. The information that we have compiled during our initial work will allow us to provide a seamless transition and increase the accuracy of the new lines, allowing for maximum utilization of the property and also minimize the amount of land needed to be offset through mitigation processes.

*Michael A. Manzie*

Michael A. Manzie, P.L.S.  
Surveyor / Officer-Principal  
Manzie & Drake Land Surveying

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034  
OFFICE (904) 491-5700 • FAX (904) 491-5777 • TOLL FREE (888) 832-7730  
[www.manzieanddrake.com](http://www.manzieanddrake.com)



**From:** Jay Robertson <[jrobertson@nassaucountyfl.com](mailto:jrobertson@nassaucountyfl.com)>  
**Date:** Tue, Jan 10, 2023 at 1:14 PM  
**Subject:** FW: Reminder - Manzie and Drake Requisition.  
**To:** Lanie Platt <[lanie@manzieanddrake.com](mailto:lanie@manzieanddrake.com)>

Thank you Lanie. We will continue processing this PO. I will let you know if we need anything else.

Jay Robertson, CPRE, CYSA, CFO  
Parks and Recreation Director  
Nassau County BOCC  
[jrobertson@nassaucountyfl.com](mailto:jrobertson@nassaucountyfl.com)  
Office - 904-530-6127  
Cell - 904-753-4035

**From:** Lanie Platt <[lanie@manzieanddrake.com](mailto:lanie@manzieanddrake.com)>  
**Sent:** Tuesday, January 10, 2023 12:40 PM  
**To:** [mikemanzie@gmail.com](mailto:mikemanzie@gmail.com); Jay Robertson <[jrobertson@nassaucountyfl.com](mailto:jrobertson@nassaucountyfl.com)>  
**Subject:** FW: Reminder - Manzie and Drake Requisition.

Good Afternoon Jay,

Per your request, I am attaching our proposal and the scope of work provided by Prosser and our provision detailing our hourly rates. Any items that require "Other Expenses" will be submitted in writing for approval.

Also, please use this email as acknowledgement that we will be aware of the County's payment policy and agree to adhere. Normal policy is for us to abide by any stipulations put forth in the assigned purchase order. If there are additional items that we need to acknowledge, please let me know.

Sincerely,

Lanie Platt

[lanie@manzieanddrake.com](mailto:lanie@manzieanddrake.com)

Manzie & Drake Land Surveying  
117 South Ninth Street  
Fernandina Beach, FL 32084

TEL: 904-491-5700

[ManzieandDrake.com](http://ManzieandDrake.com)

If needed, please use this free [Autodesk CADD File Viewer](#). To convert CADD files to another or older format, please download [Autodesk TrueView](#).

**Search**

**Business Name**

Manzie & Drake

**Primary Industry Type**

Select Industry Type(s)

**Hiring Site Locations (by state)**

Select State(s)

**Account Status**

- Any -

**Items per page**

10



RMSIET

Employer	Doing Business As	Account Status	Date Excluded	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Location (by state)
Michael A. Manzie & Associates, Inc.	Manzie & Drake Land Surveying	Open	05/13/2021		10 to 19	1	FL

Showing 1 of 1 entries. [\(CSV\)](#)





[Previous on List](#) | [Next on List](#) | [Return to List](#)

[Fictitious Name Search](#)

[Filing history](#)

## Fictitious Name Detail

### Fictitious Name

**MANZIE & DRAKE LAND SURVEYING**

### Filing Information

<b>Registration Number</b>	G15000108818
<b>Status</b>	ACTIVE
<b>Filed Date</b>	10/28/2015
<b>Expiration Date</b>	12/31/2025
<b>Current Owners</b>	1
<b>County</b>	NASSAU
<b>Total Pages</b>	2
<b>Events Filed</b>	1
<b>FEVEN Number</b>	59-3842365

### Mailing Address

117 SOUTH 9TH STREET  
FERNANDINA BEACH, FL 32034

### Owner Information

**MICHAEL A. MANZIE & ASSOCIATES, INC.**  
117 S 9TH STREET  
FERNANDINA BEACH, FL 32034  
FEVEN Number: 59-3842365  
Document Number: P0000043610

### Document Images

10/28/2015 - Fictitious Name Listing

12/31/2025 - Fictitious Name Renewal / Am.

[Previous on List](#) | [Next on List](#) | [Return to List](#)

[Fictitious Name Search](#)

[Filing history](#)

**Certificate Of Completion**

Envelope Id: 2BC876348AA043C896D4E9CA4177201B	Status: Completed
Subject: RUSH-Complete with DocuSign: CM3354 Manzie and Drake Survey WSRP.pdf	
Source Envelope:	
Document Pages: 33	Signatures: 0
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator: Jennifer Kirkland jkirkland@nassaucountyfl.com
Envelopeld Stamping: Enabled	IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	

**Record Tracking**

Status: Original 3/9/2023 9:24:27 AM	Holder: Jennifer Kirkland jkirkland@nassaucountyfl.com	Location: DocuSign
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**Signer Events**

Signature	Timestamp
Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	Sent: 3/9/2023 9:28:17 AM Viewed: 3/9/2023 9:49:23 AM Signed: 3/9/2023 9:49:40 AM
Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	

**Electronic Record and Signature Disclosure:**  
Accepted: 2/4/2021 9:59:11 AM  
ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

**In Person Signer Events**

**Editor Delivery Events**

**Agent Delivery Events**

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

Signature	Timestamp
Jennifer Kirkland jkirkland@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 3/9/2023 9:49:42 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jay Robertson jrobertson@nassaucountyfl.com Parks and Recreation Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 3/9/2023 9:49:44 AM
---	---------------------------

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/9/2023 9:49:45 AM
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via DocuSign		

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

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

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/9/2023 9:28:17 AM
Certified Delivered	Security Checked	3/9/2023 9:49:23 AM
Signing Complete	Security Checked	3/9/2023 9:49:40 AM
Completed	Security Checked	3/9/2023 9:49:45 AM

Payment Events	Status	Timestamps
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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](mailto: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](mailto: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](mailto: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](mailto: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.