

CS-22-162

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

CONTRACT TRACKING NO.  
CM3322

**GENERAL INFORMATION**

Requesting Department: ROAD

Contact Person: David Hearn

Telephone: 904-530-6175 Fax: (904) 845-3619 Email: dhearn@nassaucountyfl.com

**CONTRACTOR INFORMATION**

Name: Dixon Tree and Lawn Service

Address: 55071 Mount Olive Road Callahan FL 32011  
City State Zip

Contractor's Administrator Name: Wendy Dixon Title: President

Telephone: 904-226-4557 Fax: ( ) Email: dixontreeandlawnservice@comcast.net

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

Authorized Signatory Name: Wendy Dixon

Authorized Signatory Email: dixontreeandlawnservice@comcast.net

**CONTRACT INFORMATION**

Contract Name: Maintenance of SR200 Medians from Amelia Island Parkway to Lime Street.

Description: Provide 22 services to include mowing, weeding, picking up litter, and edging the medians per fiscal year. Also, to include trimming of Sabal Palms in the medians

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

Total Amount of Contract: \$1,400 per cut, 22 cuts per year (Total \$30,800 annually).  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other \_\_\_\_\_ Account: 03404541-546000

Authorized Signatory: Taco E. Pope, AICP

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 09/30/23 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: \_\_\_\_\_

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 LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG
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 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 LG
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 3/17/2023  
Department Head/Contract Manager Date
2. [Signature] 3/24/2023  
Procurement Date
3. [Signature] 3/24/2023  
Office of Mgmt & Budget Date
4. Denise C. May 3/27/2023 AJ 3/27/2023  
County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Pope, AICP 3/27/2023  
County Manager Date

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**CONTRACT FOR MAINTENANCE OF SR200 MEDIANS  
FROM AMELIA ISLAND PARKWAY TO LIME STREET**

3/27/2023

THIS CONTRACT entered into on \_\_\_\_\_, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Matthew and Wendy Dixon d/b/a DIXON TREE AND LAWN SERVICE**, located at 55071 MOUNT OLIVE ROAD, CALLAHAN, FL 32011, hereinafter referred to as the "Vendor".

**WHEREAS**, the County received Written Quotes for Maintenance of SR200 Medians from Amelia Island Parkway to Lime Street, on November 3, 2022; and

**WHEREAS**, Public Works has determined that the Vendor was the lowest, most responsive and responsible bidder. A copy of the Vendor's Response Price Sheet is attached hereto as Attachment "A" and made a part hereof; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Description of Services and/or Materials to be Provided**

The County does hereby retain the Vendor to provide (22) services to include mowing, weeding, picking up litter, and edging the medians per the term of the contract. Also, to include annual trimming the proposed Sabal Palms in the medians. As further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

**SECTION 2. Receiving/Payment/Invoicing**

County shall pay Vendor an amount not to exceed \$30,800 a year for the services provided herein. **No payment will be made for services and/or materials without proper County authorization and approval.** The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Public Works Director, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public

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Works for payment to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

**SECTION 3. Acceptance of Services and/or Materials**

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager’s Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

**SECTION 4. Firm Prices**

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment “A”; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

**SECTION 5. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 6. Expenses**

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile

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and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

**SECTION 7. Taxes and Liens**

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

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

**SECTION 8. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**SECTION 9. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 10. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 11. Assignment & Subcontracting**

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the County upon

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

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

**SECTION 12. Severability**

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

**SECTION 13. Termination for Default, Fraud or Willful Misconduct**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract. Upon receipt of the written notice of termination, the Vendor shall immediately render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

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**SECTION 14. Termination for Convenience**

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

**SECTION 15. Force Majeure**

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

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 the Vendor believes is excusable under this paragraph, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Vendor of its decision

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in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (with out recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 16. Access and Audits**

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County’s or the Clerk’s cost, upon five (5) days’ written notice.

**SECTION 17. Vendor Responsibilities**

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications/Scope of Work*.

**SECTION 18. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a “First Priority” for services and materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a “First

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Priority” basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 19. Period of Contract/Option to Extend or Renew**

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate on September 30, 2023. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

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 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.

**SECTION 20. Probationary Period**

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

**SECTION 21. Independent Vendor Status**

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor 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) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 22. Indemnification and Insurance**

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit

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“1” and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

**SECTION 23. Dispute Resolution**

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the 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 the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

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 the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

**SECTION 24. E-Verify System**

The Vendor 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 the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the Work (under this Contract), the Vendor 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).

The Vendor 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 the County or other authorized entity consistent with the terms of the Vendor’s enrollment in the program. This includes maintaining a copy of proof of the Vendor’s and subcontractors’ enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating

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that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor 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 the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to F.S. 448.095(2)(c), the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 25. Public Records**

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

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 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 Contract term and following completion of the Contract if the Vendor 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 the Vendor or keep and maintain public records required by the public

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agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor 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.

**SECTION 26. Request for Records; Noncompliance**

A request to inspect or copy public records relating to a public agency’s contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency’s request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**SECTION 27. Civil Action**

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency’s custodian of public records and to the Vendor at the Vendor’s address listed on its Contract with the public agency or to the Vendor’s registered agent. Such notices must be sent by common carrier delivery

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service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions**

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Entire Agreement**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

By: Taco E. Pope, AICP  
Its: County Manager  
Date: 3/27/2023

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Attest as to authenticity of the  
Chair's signature:

N/A  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May  
DENISE C. MAY

MATTHEW AND WENDY DIXON d/b/a

**DIXON TREE AND LAWN SERVICE**

Wendy D Dixon  
By: wendy Dixon  
Its: owner  
Date: 3/27/2023

Initials: TP

Initials: WD

Attachment "A"

### Nassau County Road & Bridge Department Request for Written Quotes

Requesting Department: Road Department Date: 11-02-22  
 Department Address: 37356 Pea Farm Road  
Hilliard, FL 32046  
 Contact: Jennifer Kirkland  
 Contact email: jkirkland@nassaucountyfl.com  
 Department Phone: 904-530-6175  
 Department Fax: 904-845-3613

**Product(s)/Service(s) to be purchased (list all specifications and requirements):**

Written Quotes - Maintenance for Medians on SR 200 from Amelia Island Parkway to Lime St.  
FY 2023 (October 1, 2022 to September 30, 2023)  
Attachment A - Technical Specifications/Scope of Work  
Attachment B - Quote Price Sheet must be filled out and returned  
Attachment C - E-Verify Forms and COI Requirements  
Attachment D- Terms and Conditions  
\*Quote must be valid for October 1, 2022 to September 30, 2023

**\* All charges must be on your quotes in order to be considered and this written Quote Form must be filled out, signed and returned to be considered.**  
**Nassau County Does not Fill out Credit Applications.**  
**Payment is per Florida Statutes 218.73 & 218.74.**  
**Also, Request a reply for a "No Quote".**  
**\*\*If two or more vendors respond with identical pricing, the winner will be determined by the bid that was received first.**

Required written response by: November 11, 2022  
 (Date)

**To be completed by vendor:**

Vendor Name: DIXON TREE AND LAWN SERVICE  
 Address: 55071 MT OLIVE RD  
CALLAHAN, FL 32011  
 Phone: 904-226-4557  
 Fax: \_\_\_\_\_  
 Contact: Wendy Dixon  
 Email: DIXONTREEANDLAWNSERVICE@COMCAST.NET

Attached is a written quote from our company, which is valid for 330 days.

Wendy D. Dixon  
 Signature

11/3/22  
 Date

Comments: \_\_\_\_\_

**ATTACHMENT B - PRICE SHEET - MAINTENANCE OF MEDIANS FOR SR200 FROM  
AMELIA ISLAND PARKWAY TO LIME STREET**

DESCRIPTION	QTY	PRICE (per cycle)	TOTAL
Maintenance of Medians for SR200 from Amelia Island Parkway to Lime Street (Per Cycle)	22	1400. <sup>00</sup>	30,800
<b>TOTAL =</b>			<b>30,800</b>

**THIS FORM MUST BE COMPLETED, PROPERLY SIGNED AND RECEIVED ON OR BEFORE THE DATE AND TIME SPECIFIED, OR YOUR QUOTE WILL BE CONSIDERED INVALID.**

<b>COMPANY NAME</b>	
DIXON TREE AND LAWN SERVICE	
<b>SIGNATURE</b>	
Wendy B. Dixon	
<b>CONTRACTOR MAILING ADDRESS</b>	
55071 MT OLIVE RD	
<b>CITY, STATE AND ZIP CODE</b>	
CALLAHAN, FL 32011	

Attachment B

**Attachment B – Technical Specifications/Scope of Work****MAINTENANCE FOR MEDIANS ON SR 200 FROM AMELIA ISLAND PARKWAY TO LIME STREET**

1. Area for maintenance shall refer to landscaping in the medians on SR 200/A1A from Amelia Island Parkway to Lime Street, specifically trimming the Sabal Palms on an annual basis in accordance with the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS – copy attached), and mulch replenishment of referenced Palms. This project also includes the mowing, weeding, picking up litter, and edging throughout the medians twenty-two (22) times per Fiscal Year of 2023 (October 1, 2022-September 30, 2023).
  
2. The successful bidder shall be responsible for the maintenance of traffic (MOT) at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Florida Department of Transportation's (FDOT) Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the FDOT's Roadway Design Standards Index 600 Series.
  
3. The successful bidder shall utilize the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: (A) all persons employed by the Agency during the term of the Agreement to perform employment duties within Florida; and (B) all persons, including subcontractors, assigned by the agency to perform work pursuant to the Agreement with the Department.

Attachment #1 – University of Florida – Pruning shade trees in the landscape.

# Landscape Plants

[Home](#) > [Pruning shade trees](#) > [Pruning palms](#)

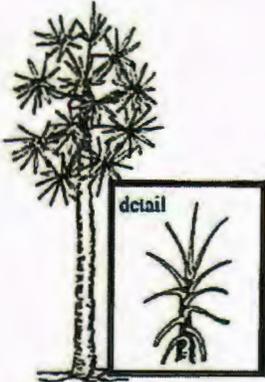
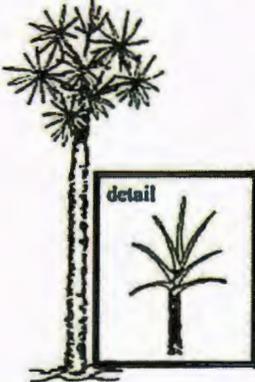
## Pruning palms

[Photo examples of palm pruning](#)

[Printer-friendly \(2 page pdf\)](#)

### Objectives:

- 1) Remove dead and dying fronds to develop flowers and fruits to reduce risk and enhance aesthetics
- 2) Remove sprouts or stems to maintain one trunk.

before pruning	proper pruning	over-pruning
		
<p>Consider removing lower fronds that are chlorotic or dead. There is no biological reason to remove live green fronds on palms. There is no research supporting the notion that removing live green fronds reduces future pruning requirements.</p>	<p>Remove lower fronds that are dead or more than about half chlorotic. Do not remove green fronds or the palm could become stressed. (If you decide to remove green fronds, do not remove those growing horizontally or pointed upward.)</p>	<p>Over-pruned palms look terrible and could attract pests. In the detail above you can see that many upright fronds were removed. Why remove green fronds when the palm was planted for its tropical look. That tropical look results from live green fronds.</p>

### Introduction

Palms and cycads are often thought of as low maintenance plants; however, most palms require regular pruning to keep them attractive and safe. Many palms maintain a set number of live fronds. A regular turnover of foliage occurs as dying lower fronds are replaced by new ones at the apex. These dead fronds are not detrimental to the health of the tree.

If there is an excessive number of older yellow fronds determine the cause before pruning. There could be a severe nutrient problem caused by a potassium or magnesium deficiency that could worsen if the palm is pruned or fertilized with high nitrogen or the wrong type of fertilizer.

There are several reasons for pruning palms 1) Removing dead and dying lower fronds improves the appearance of a palm. 2) Dead and dying fronds and loose petioles are weakly attached to some

8/26/22, 9:35 AM

Pruning - Landscape plants - Edward F. Gilman - UF/IFAS

palms and can place people and property at risk should they fall from tall palms. People have been severely injured by falling fronds. Dead and dying palm fronds should be removed regularly to reduce this risk. 3) Pruning can remove fruit clusters, especially in public landscapes where falling fruit and flower debris can be messy as well as hazardous. Some palms generate copious amounts of seedlings near the plant. Removing flowers or fruit reduces the number of potential seedlings. 4) Remove sprouts from the base of the trunk.

### Execution

It is preferable not to remove live, healthy fronds. If they must, then avoid removing fronds that are growing horizontally or those growing upward. Fronds removed should be severed close to the petiole base without damaging living trunk tissue. There is little reason to shave or sand the trunk smooth. The pineapple shape crafted at the base of date palms is not necessary for good health of the palm. Dead fronds can be removed with a small chain saw. Use a hand saw to cut developing flower and fruit stalks that emerge between live fronds so you do not injure the surrounding fronds.

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EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Dixon Tree and Lawn Svc. (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of Dixon Tree and Lawn Svc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Wendy P. Dixon

Print Name: Wendy Dixon

Date: 10/25/22

STATE OF FLORIDA

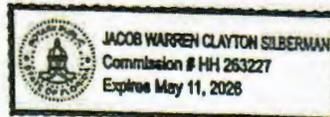
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27<sup>th</sup> (Date) by Wendy G. Dixon (Name of Officer or Agent, Title of Officer or Agent) of Dixon Tree and Lawn Svc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced FLDL as identification.

[Signature]  
Notary Public

Jacob Silberman  
Printed Name

My Commission Expires: 05/11/2026



**EXHIBIT "B"**

**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Dixon Tree and Lawn Svc. (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of Dixon Tree and Lawn Svc. (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Wendy B. Dixon  
Print Name: Wendy Dixon  
Date: 10/25/22

STATE OF FLORIDA

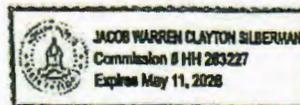
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10/27/22 (Date) by Wendy B. Dixon (Name of Officer or Agent, Title of Officer or Agent) of Dixon Tree and Lawn Svc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced FLDL as identification.

Jacob Silberman  
Notary Public

Jacob Silberman  
Printed Name

My Commission Expires: 05/11/2026



 An official website of the United States government [Here's how you know](#) 

**E-Verify**

 Dixontreeandlawnservice@comcast.net 

## E-Verify Enrollment

# Enrollment Completed

 You have successfully enrolled your company in E-Verify.

Your E-Verify program administrators will receive their user IDs and passwords by email. Most people receive our confirmation email within a few minutes. Please check email inboxes as well as spam or junk mail folders because sometimes our emails are mistakenly marked as spam.

If the email is not received within 48 hours, contact E-Verify support at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov) for assistance. **Do not enroll your company again in E-Verify. If you attempt to re-enroll, your enrollment may be delayed.**

Before you go, click on "View Memorandum of Understanding" (MOU) and print or save a copy to share with your Human Resources manager, legal counsel, and other appropriate staff. If you have trouble viewing the MOU, make sure you have disabled any pop-up blockers and are using the latest version of your Portable Document Format (PDF) viewer software. Thanks for signing up. Your participation is vital in ensuring a legal U.S. workforce.



Company ID Number: 2074666

Approved by:

<b>Employer</b> WENDY DIXON	
<b>Name (Please Type or Print)</b> Wendy G Dixon	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/03/2023
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/03/2023



Company ID Number: 2074666

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
<b>Company Name</b>	WENDY DIXON
<b>Company Facility Address</b>	55071 MT OLIVE RD CALLAHAN, FL 32011
<b>Company Alternate Address</b>	
<b>County or Parish</b>	NASSAU
<b>Employer Identification Number</b>	473927019
<b>North American Industry Classification Systems Code</b>	811
<b>Parent Company</b>	
<b>Number of Employees</b>	1 to 4
<b>Number of Sites Verified for</b>	1 site(s)









## DIVISION OF CORPORATIONS

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## Fictitious Name Detail

### Fictitious Name

DIXON TREE AND LAWN SERVICE

### Filing Information

**Registration Number** G04303700069  
**Status** ACTIVE  
**Filed Date** 10/29/2004  
**Expiration Date** 12/31/2025  
**Current Owners** 2  
**County** NASSAU  
**Total Pages** 4  
**Events Filed** 3  
**FEI/EIN Number** 47-3927019

### Mailing Address

55071 MT. OLIVE ROAD  
CALLAHAN, FL 32011

### Owner Information

DIXON, MATTHEW  
55701 MT. OLIVE ROAD  
CALLAHAN, FL 32011  
**FEI/EIN Number:** NONE  
**Document Number:** NONE

DIXON, WENDY  
55071 MT. OLIVE RD  
CALLAHAN, FL 32011  
**FEI/EIN Number:** NONE  
**Document Number:** NONE

### Document Images

[10/29/2004 -- REGISTRATION](#)[01/14/2020 -- Fictitious Name Renewal Filing](#)[01/09/2015 -- Fictitious Name Renewal Filing](#)[01/05/2010 -- Fictitious Name Renewal Filing](#)

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**Certificate Of Completion**

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 Source Envelope:  
 Document Pages: 29 Signatures: 10 Envelope Originator:  
 Certificate Pages: 7 Initials: 27 Jennifer Kirkland  
 AutoNav: Enabled jkirkland@nassaucountyfl.com  
 Envelopeld Stamping: Enabled IP Address: 50.238.237.26  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

**Record Tracking**

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**Signer Events**

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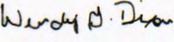
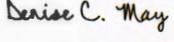
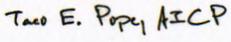
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chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 3/20/2023 11:02:43 AM Viewed: 3/21/2023 6:35:46 AM Signed: 3/21/2023 6:36:06 AM
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Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 3/21/2023 6:36:10 AM Viewed: 3/24/2023 8:24:40 AM Signed: 3/24/2023 8:25:27 AM
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<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/24/2023 10:21:26 AM Viewed: 3/27/2023 1:03:12 PM Signed: 3/27/2023 1:03:55 PM</p>
<p>Wendy Dixon dixontreeandlawnservice@comcast.net Owner Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/27/2023 1:24:41 PM ID: 4da61656-142e-440c-847f-d2bd82f9045d</p>	<p></p> <p>Signature Adoption: Drawn on Device Using IP Address: 67.191.111.90 Signed using mobile</p>	<p>Sent: 3/27/2023 1:03:58 PM Viewed: 3/27/2023 1:24:41 PM Signed: 3/27/2023 1:56:41 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile</p>	<p>Sent: 3/27/2023 1:56:46 PM Viewed: 3/27/2023 2:36:56 PM Signed: 3/27/2023 2:37:21 PM</p>
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<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/27/2023 3:14:44 PM Viewed: 3/27/2023 5:20:56 PM Signed: 3/27/2023 5:21:18 PM</p>
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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.

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

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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.