

CS-22-169

# BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.  
**CM2673-A6**

## GENERAL INFORMATION

Requesting Department: Planning Department  
Contact Person: Gabriel Quintas, Assistant Planning Director  
Telephone: (904) 530-6320 Fax: ( ) Email: gquintas@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Halff Associates, Inc.  
Address: 6621 Southpoint Drive North, Suite 300, Jacksonville FL 32216  
City State Zip  
Contractor's Administrator Name: Joseph P. Loretta, PLA Title: Director of Landscape Architecture  
Telephone: (904) 441-8365 Fax: ( ) Email: jLoretta@Halff.com; tHorn@Halff.com

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

Authorized Signatory Name: Joseph P. Loretta  
Authorized Signatory Email: jLoretta@Halff.com

## CONTRACT INFORMATION

Contract Name: Professional Services Agreement for Nassau County  
Description: Sixth amendment to the professional services agreement for Arborist services extending the performance period and adding updated fee schedule.  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC

Total Amount of Contract: NTE \$41,300.00 (\$23,141.50 left)  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other Account: 04247515-531025

Authorized Signatory: Taco E. Pope, AICP  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 04/11/2019 to: 4/11/2023 Termination/Cancellation: \_\_\_\_\_

Status:  New  Renew  Amend#6  WA/Task Order  Supplemental Agreement

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

### If Processing an Amendment:

Contract #: CM2673 Increased Amount to Existing Contract: None

New Contract Dates: 04/11/2019 to 04/10/24 Total or Amended Amount: NTE \$41,300.00

*Continued on next page*

<b>CHECKLIST</b>		
<i>Review/Complete before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
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 Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept 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. Holly Coyle 3/31/2023  
 Department Head/Contract Manager Date
2. [Signature] 4/3/2023 *Ben 3/8/23*  
 Department Date
3. [Signature] 3.15.23 *TP* 3/31/2023  
 Office of Mgmt & Budget Date
4. Denise C. May 4/3/2023 *DJ* 4/3/2023  
 County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Popey AICP 4/3/2023  
 County Manager Date

**SIXTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR  
NASSAU COUNTY, FLORIDA**

**THIS AMENDMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 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 Halff Associates, Inc., a For Profit Corporation, whose Florida office address is located at 6621 Southpoint Drive, Suite 300, Jacksonville, Florida 32216, hereinafter referred to as "Consultant".

**WHEREAS**, on or about April 11, 2019, the County entered into the Professional Services Agreement for Nassau County, Florida with Genesis Halff, Inc. under which Genesis Half, Inc. provided professional services to the Nassau County Planning Department, hereinafter referred to as the "Agreement"; and

**WHEREAS**, on December 18, 2019, the County was notified of the merger of Genesis Halff, Inc. into its parent company Halff Associates, Inc.; and

**WHEREAS**, on February 14, 2020, the parties entered into the First Amendment to the Agreement for Professional Services to account for the merger; and

**WHEREAS**, the Agreement provided for an initial performance period beginning on the date of its execution (April 11, 2019) and ending twelve (12) months thereafter (April 10, 2020) with

the option to extend the performance period, at the County's sole discretion, in one (1) year increments upon mutual written agreement between both parties; and

**WHEREAS**, by way of previously executed Amendments by both parties, the performance period of the Agreement was extended for additional one (1) year periods with the most recent beginning April 11, 2022 and ending April 10, 2023; and

**WHEREAS**, by way of previously executed Amendments, the parties also agreed to increase the Not to Exceed amount of compensation as referenced in the Agreement from \$9,300.00 to \$41,300.00; and

**WHEREAS**, the parties now desire to extend the performance period of the Agreement for an additional one (1) year period beginning April 11, 2023 and ending April 10, 2024; and

**WHEREAS**, to coincide with the extension of the performance period, the Consultant has requested to revise the Standardly Hourly Rate Schedule, attached to the Agreement as Attachment "B", to increase the hourly rates as depicted in the 2023 Half Billing Rates, attached to this Amendment as Exhibit "A"; and

**WHEREAS**, the County has determined the Consultant's request to be reasonable and to be in the best interest of Nassau County.

**NOW, THEREFORE, and in consideration** of the promises and mutual covenants and understanding contained herein, the parties hereto do mutually agree as follows:

1. The Agreement shall be amended to extend the performance period for an additional one (1) year period beginning April 11, 2023 through April 10, 2024.
2. The Agreement shall be amended to replace the original Attachment "B", Standard Hourly Rate Schedule, with the 2023 Half Billing Rates, attached hereto as Exhibit "A".
3. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

**NASSAU COUNTY, FLORIDA**

*Taco E. Pope, AICP*

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By: Taco E. Pope, AICP  
Its: Designee

Approved as to form and legality  
by the Nassau County Attorney

*Denise C. May*

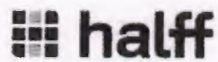
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DENISE C. MAY

**Halff Associates, Inc.**



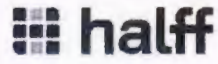
By: Joseph Loretta  
Its: Director of Landscape Architecture  
Date: 4/3/2023



# Exhibit A

## 2023 Halff Billing Rates

Labor Category	Title	Level	Billing Rate Range	
			Low	High
Architect	Graduate Architect	I	99.00	100.00
	Project Architect	II	111.00	128.00
	Professional Architect	III	153.00	189.00
	Sr. Professional Architect	IV	207.00	223.00
	Team Leader / Director	V	265.00	349.00
Engineer	Graduate Engineer	I	109.00	123.00
	Project Engineer	II	122.00	158.00
	Professional Engineer	III	157.00	206.00
	Sr. Professional Engineer	IV	207.00	276.00
	Team Leader / Director	V	262.00	350.00
Scientist	Graduate Scientist	I	77.00	97.00
	Project Scientist	II	112.00	141.00
	Professional Scientist	III	144.00	185.00
	Sr. Professional Scientist	IV	199.00	233.00
	Team Leader / Director	V	248.00	350.00
Landscape/ Planner	Graduate Designer	I	87.00	97.00
	Project Designer	II	97.00	131.00
	Professional LA / Planner	III	134.00	166.00
	Sr. Professional LA / Planner	IV	165.00	224.00
	Team Leader / Director	V	223.00	350.00
Surveyor	Graduate Designer	I	103.00	104.00
	Project Designer	II	113.00	133.00
	Professional LA / Planner	III	139.00	155.00
	Sr. Profesional LA / Planner	IV	157.00	200.00
	Team Leader / Director	V	207.00	332.00



<b>Field Tech</b>	<b>Junior Field Tech</b>	I	58.00	75.00
	<b>Field Tech</b>	II	75.00	96.00
	<b>Professional Field Tech</b>	III	96.00	123.00
	<b>Sr. Field Tech</b>	IV	124.00	158.00
	<b>Team Leader / Director</b>	V	202.00	209.00
<b>Office Tech</b>	<b>Junior Office Tech</b>	I	60.00	75.00
	<b>Office Tech</b>	II	75.00	95.00
	<b>Professional Office Tech</b>	III	96.00	122.00
	<b>Sr. Office Tech</b>	IV	124.00	158.00
	<b>Team Leader / Director</b>	V	160.00	263.00
<b>Administrative</b>	<b>Junior Admin</b>	I	34.00	70.00
	<b>Admin</b>	II	75.00	96.00
	<b>Professional Admin</b>	III	97.00	123.00
	<b>Sr. Admin</b>	IV	118.00	156.00
	<b>Director</b>	V	157.00	350.00
<b>Intern</b>			55.00	90.00

**Reimbursable expenses:**

Reimbursable expenses will be billed at direct cost. Examples of reimbursable expenses included the following:

Courier Service

Maps / GIS Data

Mileage, Parking, Tolls

Postage and Overnight Mail

Government Permitting Fees

Prints, Copies, Plots, Plans

Subconsultant Fees

Travel (lodging, rental car, per diem)





**DESCRIPTIONS (Continued from Page 1)**

above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

POLICY NUMBER: GL5856923

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL5856923

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**Certificate Of Completion**

Envelope Id: 870AB173EFD7475FA55131EA7EA6D0B6  
 Subject: CM2673-A6 Halff Associates, Inc., Contract Amendment  
 Source Envelope:  
 Document Pages: 14 Signatures: 11  
 Certificate Pages: 6 Initials: 3  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 Laurie Goltry  
 lgoltry@nassaucountyfl.com  
 IP Address: 50.238.237.26

**Record Tracking**

Status: Original  
 3/30/2023 1:59:03 PM  
 Holder: Laurie Goltry  
 lgoltry@nassaucountyfl.com

Location: DocuSign

**Signer Events**

Holly Coyle  
 hcoyle@nassaucountyfl.com  
 Security Level: Email, Account Authentication  
 (None)

**Signature***Holly Coyle*

Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

**Timestamp**

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 Signed: 3/31/2023 4:11:35 PM

**Electronic Record and Signature Disclosure:**

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Tracy Poore  
 tpoore@nassaucountyfl.com  
 OMB Admin  
 Nassau County BOCC  
 Security Level: Email, Account Authentication  
 (None)

*TP*

Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

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**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

chris lacambra  
 clacambra@nassaucountyfl.com  
 OMB Director  
 Nassau County BOCC  
 Security Level: Email, Account Authentication  
 (None)

*chris lacambra*

Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

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**Electronic Record and Signature Disclosure:**

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Lanaee Gilmore  
 lgilmore@nassaucountyfl.com  
 Procurement Director  
 Nassau County BOCC  
 Security Level: Email, Account Authentication  
 (None)

*Lanaee Gilmore*

Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**

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**Signer Events**

Abigail Jorandby  
ajorandby@nassaucountyfl.com  
Assistant County Attorney  
Nassau BOCC  
Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Pre-selected Style  
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**Timestamp**

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

Joseph Loretta  
jLoretta@Halff.com  
Director of Landscape Architecture  
Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device  
Using IP Address: 65.57.159.19

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**Electronic Record and Signature Disclosure:**  
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ID: 1f5611df-d965-4482-8a34-8a76e64d19c7

Denise C. May  
dmay@nassaucountyfl.com  
Assistant County Attorney  
Nassau County BOCC  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
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Taco E. Pope, AICP  
tcppe@nassaucountyfl.com  
County Manager  
Nassau County BOCC  
Security Level: Email, Account Authentication (None)



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**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Clerk Admin  
clerkservices@nassaucountyfl.com  
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**COPIED**

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**Electronic Record and Signature Disclosure:**  
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**Carbon Copy Events**

Procurement Staff  
 BOCCProcurement@nassaucountyfl.com  
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 (None)

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

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Hashed/Encrypted

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Certified Delivered

Security Checked

4/3/2023 5:06:35 PM

Signing Complete

Security Checked

4/3/2023 5:06:48 PM

Completed

Security Checked

4/3/2023 5:06:51 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact County of Nassau:**

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

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