

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3646

SECTION 1 - GENERAL INFORMATION

Requesting Department: County Attorney Contact Person: Denise May
Telephone: (904) 530-6100 Email: dmay@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: West Publishing Corporation
Address: 610 Opperman Drive
City: Eagan State: MN Zip Code: 55123
Vendor's Administrator Name: _____ Title: _____
Telephone: (763) 326-6691 Email: rachael.goodman@thomsonreuters.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Rachael Goodman
Authorized Signatory Email: rachael.goodman@thomsonreuters.com
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Thomson Reuters/Westlaw - Legal Research Software Subscription
Type: New Contract Work Authorization Supplemental Agreement
Short Description of Product(s)/Service(s) Being Requested: Software Subscription for Legal Research

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

Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
 Other: _____
Amount of Initial Contract Term: 84,419.34
Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
Year 3: _____ Year 4: _____
Total Amount of Contract (Initial Term + Renewal Options): _____ (Estimate if necessary)
Account Number: 1003327561
Source of Funds: County State Federal Other: _____
County Authorized Signatory: BOCC Chairman County Manager
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE

Insurance Category: Category L Category M Category H Other: Not Applicable
Risk Manager Initials: MP

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: _____ Amendment No: _____
Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____
New Contract Amount including this Amendment: _____
Account Code Change From: _____ To: _____
County Authorized Signatory: BOCC Chairman County Manager
(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | | | | | |
|----|----------------------------------|------------------|----|--|------------------|
| 1. | <u>Denise C. May</u> | <u>3/22/2024</u> | 3. | <u>Lanace Almore</u> | <u>3/26/2024</u> |
| | Department Head/Contract Manager | Date | | Procurement | Date |
| | | | | (Signature required only if procurement related) | |
| 2. | <u>Chris Lacambra</u> | <u>3/22/2024</u> | 4. | <u>Denise C. May</u> | <u>3/26/2024</u> |
| | Office of Mgmt. & Budget | Date | | County Attorney | Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Popey AICP 3/26/2024
County Manager Date

Non-Competitive Justification Form (Exempt/Sole Source/Single Source)

Required for Purchases Greater than \$10,000

Date: 3.18.2024
Vendor Name: West Publishing Corporation
Address: 610 Opperman Drive, Eagan, MN 55123
Phone: 763-326-6691
Contact Name:

Project:
FY Cost:
Total Cost: 84,419.34
Account: 01141514-554000

Description of Goods and/or Services:
Software Subscription for Legal Research

Source of Funds: [X]County []State []Federal []Other

Check one (1) of the following choices:

- Exempt purchase: [] Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
[] Communications including Internet Service and Newspaper Ads (5.2 - Nassau County Purchasing Policy)
[] Publications (5.3 - Nassau County Purchasing Policy Exemption)
[] Real Property- purchase, lease, or rental (5.4 - Nassau County Purchasing Policy)
[] Lodging and Transportation (5.5 - Nassau County Purchasing Policy)
[] Other Professional Services not defined by F.S. 287.055 (5.8 - Nassau County Purchasing Policy)
Single Source: [XX] The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.
Sole Source [] The goods or services can be legally purchased from only one source. Were alternatives evaluated?

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

Only two sources are available, Thomson Reuters/Westlaw and Lexis Nexis. Westlaw was chosen for continuity and familiarity among the attorneys.

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

Denise C. May

3/22/2024

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

Chris Lacambra

3/22/2024

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Sanjay Melmore

3/26/2024

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

Taco E. Popey AICP

3/26/2024

DATE
3/18/2024

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
West Publishing Corporation
610 Opperman Drive
Eagan, MN 55123

DEPARTMENT
County Attorney

REQUESTED BY
Denise May

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	Software Subscription Legal Res	01141514-554000	\$ 9,562.00	Encumber Contract	CM3646
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
40757482	West Proflex - Bridge (2 months)	2.00	\$ 1,542.39	\$ 3,084.78	Plan includes (3) Attorney access for West Proflex, Westlaw
40757482	West Proflex - Year 1 (12 months)	12.00	\$ 2,150.00	\$ 25,800.00	Precision Preferred with AI-Assisted Research National
40757482	West Proflex - Year 2 (12 months)	12.00	\$ 2,257.50	\$ 27,090.00	Primary Law; Westlaw Litigation Collection; Westlaw All
40757482	West Proflex - Year 3 (12 months)	12.00	\$ 2,370.38	\$ 28,444.56	Analytical; and Westlaw Practical Law with Dynamic Toolset
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
	\$9,562.00 available in current encumbrance;			\$ 0.00	
	BT Pending for remaining \$2,122.00 for			\$ 0.00	
	remainder of FY23/24			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE Shipping \$ 0.00
COPY - DEPARTMENT Total \$ 84,419.34

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 Purchasing Policy.
Denise C. May 3/22/2024

Office of Management and Budget (signature required if greater than \$1,000.00 for services or if greater than \$5,000 for goods)
I attest that, to the best of my knowledge, funds are available for payment.
Chris Lacambra 3/22/2024

Procurement Director (signature required if greater than \$5,000.00)
I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.
Nanace Belmont 3/26/2024

County Manager (signature required if greater than \$100,000.00)
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.
Taco E. Popey AICP 3/26/2024

Clerk: *LPB*
Date: 3/26/2024

**Order Form****Order ID: Q-08227548**

Contact your representative rachael.goodman@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1003327561
 NASSAU COUNTY COMM BOARD
 DENISE MAY
 96135 NASSAU PL STE 6
 YULEE FL 32097-8635 US

"Customer"

Shipping Address

Account #: 1003327561
 NASSAU COUNTY COMM BOARD
 DENISE MAY
 96135 NASSAU PL STE 6
 YULEE FL 32097-8635 US

Billing Address

Account #: 1003327561
 NASSAU COUNTY COMM BOARD
 DENISE MAY
 96135 NASSAU PL STE 6
 YULEE, FL 32097-8635
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,150.00	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$1,542.39	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

Material Change. If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current

subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-08227548

Taco E. Pope, AICP

Signature of Authorized Representative for order

County Manager

Title

Taco E. Pope, AICP

Printed Name

3/26/2024

Date

This Order Form will expire and will not be accepted after 5/11/2024.

 THOMSON REUTERS™	Attachment	Order ID: Q-08227548
	Contact your representative rachael.goodman@thomsonreuters.com with any questions. Thank you.	

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
 Account Number: 1003327561
 This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: Gilbert, Susan
 Email: sgilbert@nassaucountyfl.com

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Susan Gilbert
 Email sgilbert@nassaucountyfl.com

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003327561	NASSAU COUNTY COMM BOARD	96135 NASSAU PL STE 6 YULEE FL 32097-8635 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
3	Attorneys	43102993	Westlaw Precision Preferred with AI-Assisted Research National Primary Law, Enterprise access, Government
3	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
3	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
3	Attorneys	42958180	Practical Law with Dynamic Toolset, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Susan	Gilbert	sgilbert@nassaucountyfl.com	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42958181	Practical Law with Dynamic Toolset, Government
42077754	Westlaw All Analytical, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government
42510229	Westlaw Edge National Primary Law, Enterprise access, Government

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$2,150.00	5.00%	\$2257.50	5.00%	\$2370.38	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

PO MODIFICATION FORM

SECTION 1 - GENERAL INFORMATION

Date Submitted: 03/20/24 Requesting Department: County Attorney Contact Person: Denise May
Contact Phone Number: (904) 530-6100 Email: dmay@nassaucountyfl.com

SECTION 2 - ORIGINAL PURCHASE ORDER INFORMATION

PO Number: 21000442-002 Vendor Name: West Payment Center

SECTION 3 - MODIFICATION INFORMATION

Type of Modification: Amount Increase Amount Decrease Change to Account Code Cancel PO
 Other: _____

Original PO Sum: \$ 18,817.28
Total Sum of Previous Modifications: \$ _____
PO Sum Prior to this Modification: \$ 18,817.28
Amount of this Modification: \$ 2,300.00
New PO Sum Including this Modification: \$ 21,117.28

Account Code Change From: _____ To: _____

SECTION 4 - REASON FOR MODIFICATION

Increase in charges related to new Contract

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Denise C. May 3/22/2024
Department Head/Managing Agent Date

2. Chris Lacambra 3/22/2024
Office of Mgmt. & Budget Date
(Signature required if greater than \$1,000.00)

3. Sanasa Helmore 3/26/2024
Procurement Date
(Signature required if greater than \$5,000.00)

4. _____
County Manager Date
(Signature required if greater than \$100,000.00)

Clerk: LPB
Date: 3/26/2024

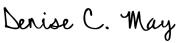
Certificate Of Completion

Envelope Id: 4737E4F154704469A03771B261CB25B0	Status: Completed
Subject: CM3646 West Publishing Corporation \$84,419.34 Software Subscription for Legal Research	
Source Envelope:	
Document Pages: 8	Signatures: 17
Certificate Pages: 6	Initials: 6
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Amber Carter
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	acarter@nassaucountyfl.com
	IP Address: 50.238.237.26


Record Tracking

Status: Original	Holder: Amber Carter	Location: DocuSign
3/21/2024 9:09:39 AM	acarter@nassaucountyfl.com	


Signer Events

Signer Events	Signature	Timestamp
Denise C. May dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.148.194.109 Signed using mobile	Sent: 3/22/2024 10:42:29 AM Viewed: 3/22/2024 11:57:03 AM Signed: 3/22/2024 11:57:45 AM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/22/2024 11:57:48 AM Viewed: 3/22/2024 1:19:06 PM Signed: 3/22/2024 1:26:19 PM
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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)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/22/2024 1:26:22 PM Viewed: 3/22/2024 2:55:38 PM Signed: 3/22/2024 5:40:22 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/22/2024 5:40:24 PM Viewed: 3/26/2024 10:21:17 AM Signed: 3/26/2024 10:21:26 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Michelle Proctor
 mproctor@nassaucountyfl.com
 Risk Manager
 Security Level: Email, Account Authentication (None)

MP

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

Sent: 3/26/2024 10:21:30 AM
 Viewed: 3/26/2024 10:36:22 AM
 Signed: 3/26/2024 10:36:56 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Denise C. May

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

Sent: 3/26/2024 10:36:58 AM
 Viewed: 3/26/2024 10:41:27 AM
 Signed: 3/26/2024 10:41:32 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Taco E. Pope AICP

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

Sent: 3/26/2024 10:41:36 AM
 Viewed: 3/26/2024 10:45:14 AM
 Signed: 3/26/2024 10:47:15 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Clerk Finance received
 boccap@nassauclerk.com
 Nassau County Clerk
 Security Level: Email, Account Authentication (None)

LPB

Signature Adoption: Pre-selected Style
 Using IP Address: 12.23.69.254

Sent: 3/26/2024 10:47:18 AM
 Viewed: 3/26/2024 11:16:03 AM
 Signed: 3/26/2024 11:16:26 AM

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

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Admin
 BOCCclerkServices@nassauclerk.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/26/2024 11:16:29 AM
 Viewed: 3/26/2024 11:23:32 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/26/2024 11:16:30 AM
Clerk Admin BOCCclerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/26/2024 11:16:31 AM
Susan Gilbert sgilbert@nassaucountyfl.com Senior Executive Legal Assistant Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/26/2024 11:16:32 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/22/2024 10:42:29 AM
Envelope Updated	Security Checked	3/26/2024 8:37:24 AM
Envelope Updated	Security Checked	3/26/2024 8:37:24 AM
Certified Delivered	Security Checked	3/26/2024 11:16:03 AM
Signing Complete	Security Checked	3/26/2024 11:16:26 AM
Completed	Security Checked	3/26/2024 11:16:32 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Nassau:

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

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

To advise County of Nassau of your new email address

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

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

To request paper copies from County of Nassau

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

To withdraw your consent with County of Nassau

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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