CS-23-326

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3657

SECTION 1 - GENERAL INFORMATION	
Requesting Department: Tech Services Contact Person: Tonya Wood	
Telephone: (904) 530-6057 Email: twood@nassaucountyfl.com	
SECTION 2 - VENDOR INFORMATION	
Vame: Presidio Networked Solutions LLC	
Address: 8647 Baypine Road, Building 1, Suite 100	_
City: Jacksonville State: FL Zip Code: 32256	_
Vendor's Administrator Name: Sylver Fair Title: Sales Representative	_
Felephone: (407) 409-8250 Email: sfair@presidio.com	_
billari.	
CECONON 2 VENDOD AUGUODIZED CICNATODY	
SECTION 3 – VENDOR AUTHORIZED SIGNATORY Authorized Signatory Name:Erik Hayko	
Authorized Signatory Email: ehayko@presidio.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: Master Services Agreement	
Type: ■New Contract □Work Authorization □ Supplemental Agreement	
Short Description of Product(s)/Service(s) Being Requested: Voice Over Internet Phone system	
(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: \$27,000.00 (Year 1: \$9,000.00 Year 2: \$9,000.00; Year 3: \$9,000.00)	
Amount of Renewal Options (if applicable): Year 1: Year 2:	
Year 3:Year 4:	
Year 3: Year 4:	ssary)
Total Amount of Contract (Initial Term + Renewal Options): \$27,000.00 (Estimate if nece	essary)
Total Amount of Contract (Initial Term + Renewal Options): \$27,000.00 (Estimate if nece Account Number: 01132516-549000	essary)
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Total Amount of Contract (Initial Term + Renewal Options): \$27,000.00	essary)
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Total Amount of Contract (Initial Term + Renewal Options): \$27,000.00	28/24 Be
County Authorized Signatory: BCCTION 6 - AMENDMENT INFORMATION Contract Tracking No: Contract Amount including this Amendment: Amount of this Amendment: County Authorized Signatory: BOCC Chairman County Manager Insurance Category: Cottage Cotta	# P
County Authorized Signatory: BOCC Chairman County Manager Insurance Category: Category L Category M Category H Other:	28/21 Be
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County Authorized Signatory: BOCC Chairman County Manager	28/21 Be
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Total Amount of Contract (Initial Term + Renewal Options); \$27,000.00 (Estimate If nece Account Number: 01132516-549000 Source of Funds:	28/21 Be



Requisition Form

NASSAU COUNTY **BOARD OF COUNTY COMMISSIONERS**

VENDOR NAME/ADDRESS

Presidio Networked Solutions LLC 8647 Baypine Road, Building 1, Suite 100 Jacksonville, FL 32256

County Manager (signature required if greater than \$100,000.00)

96135 Nassau Place Suite 1 Yulee, FL 32097

DEPARTMENT **Tech Services**

REQUESTED BY

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DOR NUMBER	PROJECT NAME FUNDING SO	102000-2773	AMOUNT AVAILABLE		O OR ENCUMBER OF	CM3657
M NO.	VOIP Migration - State Contract 0113251	6-549000 QUANTITY	\$ 69,318.00 UNIT PRICE	Encumber	Contract	CIVISOS
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	Year 2: \$9,000.00			\$ 0.00		
	Year 3: \$9,000.00			\$ 0.00		
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	Quote: 2001724050990-01			\$ 0.00		
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RIGINAL - FINAN	10°-11°-12°			Shipping		\$ 0.00
DPY - DEPARTM	ENT			Total	\$ 2	7,000.00

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.

4/26/2024

DocuSign Envelope ID: E56CA0E7-7CF7-4803-A999-07B07C35842D Non-Competitive Justification Form (Exempt/Sole Source/Single Source)

Required for Purchases Greater than \$10,000

Date:	02/2	3/2024	Project:	Webex Calling
Vendor Name: Presidio Networked Solutions LLC		idio Networked Solutions LLC	-	\$10,084.23
Address: 8647 Baypine Road, Bldg 1 Suite 100, Jacksonvill FL 32			6 Total Cost:	\$27,000
Phone: 407-409-8250			Account: 011325	516-549000
Contact Name:	Sylve	er Fair		
Description of Go	oods and/or So	ervices:		
Voice over inte	ernet phone	e services to migrate the BOC	CC phone system	to BOCC.
Source of Funds:	☑ County □	State □Federal □ Other	_	
Check one (1) of	the following	choices:		
Exemp	t purchase:	☐ Artistic Services FS 287.057 (3)(e)1. as defined un	der FS 287.012
_		Communications including In Purchasing Policy	nternet Service and 1	Newspaper Ads (5.2 – Nassau County
		☐ Publications (5.3 – Nassau Cor	unty Purchasing Poli	icy Exemption)
		☐ Real Property- purchase, lease	e, or rental $(5.4 - Nas)$	ssau County Purchasing Policy)
		☐ Lodging and Transportation (5	5.5 – Nassau County	Purchasing Policy)
		Other Professional Services no Policy)	ot defined by F.S. 28	7.055 (5.8 – Nassau County Purchasing
Single S	Source:	-		iple sources, but in order to meet certain only one economically feasible source
Sole So	ource	The goods or services can be evaluated?	legally purchased fr	rom only one source. Were alternatives
Indicate the unique steps have been used to be the unique steps have b	ne features of ndertaken to		e not available in any	rvices that can satisfy your requirements? y other product or service. Provide what
Department Hea	d/Managing	Agent -I certify that, to the best of n nd follows the Nassau County Purch	ny knowledge, this re hasing Policy.	equisition reflects accurate information, has
	onsistent with	tudget Director - I certify that, to the hassau County Purchasing Po		dge, funds are available for payment and
Procurement Din is consistent with	r ector - I certi the Nassau C mote	ify that I have reviewed this request (County Purchasing Policy.	and concur that it is	an Exempt, Sole or Single Source and
		at, to the best of my knowledge, the tions would prevent approval.	e appropriate staff ho	ave reviewed and approved this



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into on , between Presidio Networked Solutions LLC, a Florida limited liability company, with offices located at 1 Penn Plaza, Suite 2501, New York, NY 10119 ("PRESIDIO"), an authorized fulfillment partner of Cisco Systems, Inc. and Nassau County , a Political Subdivision of the State of Florida , with offices located at 96135 Nassau Place, Suite 7, Yulee FL 32097 ("CLIENT"). The parties acknowledge and agree that PRESIDIO, its parent company, its subsidiaries and its affiliated entities are permitted to sell and deliver Services (as defined below) to CLIENT under this Agreement.

ARTICLE 1: SERVICES. PRESIDIO shall use commercially reasonable efforts to provide the professional services specified on any statement of work ("Services") agreed to in writing by PRESIDIO and CLIENT ("SOW"), each attached hereto as Attachment A and incorporated herein by reference. The Services performed by PRESIDIO shall be deemed accepted as performed unless otherwise established in an applicable, mutually agreed upon SOW.

ARTICLE 2: PURCHASE ORDERS. Changes to purchase orders will only be made if agreed upon in writing by both parties. No preprinted, additional or different terms submitted by either party (in a purchase order) shall operate to modify this Agreement, any SOW or PRESIDIO quote.

ARTICLE 3: PAYMENT. CLIENT shall make payment pursuant to the State of Florida's Prompt Payment Act and Section 2 of the Addendum to the Master Services Agreement

ARTICLE 4: TERM AND TERMINATION OF AGREEMENT. This Agreement shall commence upon the execution of this Agreement and shall remain in effect for a period of six (6) years from the date of execution by the last party unless terminated as follows: (a) by PRESIDIO if CLIENT fails to pay a past due balance within five (5) days after written notice from PRESIDIO; (b) by either party if the other party fails to cure any breach of this Agreement within thirty (30) days after written notice to the breaching party; and (c) by either party immediately upon written notice to the other party if such other party: (i) becomes insolvent; (ii) is involved in a liquidation or termination of its business; (iii) files a bankruptcy petition or has an involuntary bankruptcy petition filed against (if not dismissed within thirty (30) days of filing); or (iv) makes an assignment for the benefit of its creditors.

ARTICLE 5: OWNERSHIP RIGHTS AND RESTRICTIONS. Subject to the terms of this Agreement and upon receipt by PRESIDIO of full payment of all fees and charges hereunder, CLIENT will own and have all right, title and interest to any items delivered by PRESIDIO pursuant to an SOW ("Deliverables"), excluding Background IP (as defined below). PRESIDIO, or its third party licensors, as applicable, shall retain exclusive ownership of all Background IP. "Background IP" means all Source Code (as defined below), object code, Third Party Software, technology, systems, strategies, processes, methods, techniques, ideas, experience, information, know-how, patents, trademarks, copyrights, designs, developments, or other proprietary rights that are used or delivered by PRESIDIO hereunder, whether pre-existing or conceived, created or developed by PRESIDIO, alone or with CLIENT or others, in the course of its performance under this Agreement, whether embodied or otherwise encompassed in the Deliverables, and including all improvements or derivatives thereof. Subject to the terms of this Agreement and upon full payment of all fees and charges hereunder, PRESIDIO grants CLIENT a limited, non-exclusive, non-transferrable, non-sublicensable license to use the Background IP (excluding Source Code) embodied in the Deliverables solely in connection with CLIENT's internal use of such Deliverables. To the extent a Source Code license is expressly identified as a Deliverable under an applicable SOW, then subject to the terms of this Agreement and upon full payment of all fees and charges hereunder, PRESIDIO grants CLIENT a limited, revocable, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use, modify, or create derivative works from, such Source Code, all for CLIENT's internal business purposes only. Accordingly, CLIENT shall not copy, use, publish, perform, distribute, disseminate or exploit Source Code or any derivatives thereof for any commercial purpose or otherwise share, disclose or transmit Source Code or

ARTICLE 6: THIRD PARTY SOFTWARE. Certain Deliverables may contain or require the use of Third Party Software (as defined below). PRESIDIO makes no representation or warranty of any kind, express or implied, with respect to any Third Party Software. Accordingly, PRESIDIO shall have no liability or responsibility whatsoever on account of the failure, malfunction, or use of any Third Party Software, and same are hereby waived by CLIENT. Any Third Party Software delivered to CLIENT by PRESIDIO is delivered "AS IS" and with "ALL FAULTS". "Third Party Software" means all software and documentation that is not owned by PRESIDIO which is incorporated into or used with a Deliverable. All Third Party Software will be subject to such third party's applicable license terms and conditions for such software, a copy of which is available to CLIENT upon request from such third party, contained in such third party's software installation package, and/or available on such third party's website. CLIENT hereby agrees to comply with and be bound by such license terms and conditions. Except with regard to Third Party Software which is identified as a Deliverable under an applicable SOW, CLIENT shall be solely responsible for obtaining and maintaining licenses for all other Third Party Software. Further, PRESIDIO shall not be responsible for any royalties or other consideration that may become due and payable with respect to CLIENT's use, licensing or integration of Third Party Software.

ARTICLE 7: CONFIDENTIAL INFORMATION. Subject to the Chapter 119, Florida Statutes and Section 7. of the Addendum to the Master Services Agreement, the parties agree that "Confidential Information" means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation personnel information, customer information, or other information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Agreement, and shall not disclose any Confidential Information except to the receiving party's employees, agents and contractors having a need-to-know (provided that the receiving party shall be responsible for the breach hereof by any such persons). Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care. Confidential Information does not include information that can be demonstrated to have been (i) or becomes part of the public domain through no act or omission of the receiving party; (ii) rightfully in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (iii) lawfully disclosed to the receiving party by a third party without restriction; or (iv) independently developed by the receiving party without use of any Confidential Information received from the disclosing party. A receiving party may disclose Confidential Information pursuant to a court order, provided that the receiving party shall use reasonable efforts

ARTICLE 8: WARRANTY; WARRANTY DISCLAIMERS. EACH OF THE SIGNATORIES HERETO WARRANTS AND REPRESENTS THAT IT HAS THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT. PRESIDIO WARRANTS ALL SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. PRESIDIO SERVICES ARE WARRANTED FOR THIRTY (30) DAYS FROM THE DATE OF FINAL DELIVERY OF THE SERVICES, DURING WHICH PERIOD PRESIDIO SHALL PROMPTLY CORRECT ANY DEFECTIVE WORKMANSHIP AT NO ADDITIONAL COST TO CLIENT AS CLIENT'S SOLE AND EXCLUSIVE REMEDY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PRESIDIO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. PRESIDIO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES THAT ANY SOFTWARE PRODUCTS PROVIDED TO CLIENT UNDER THIS AGREEMENT THAT ARE NEITHER DEVELOPED NOR DESIGNED BY PRESIDIO WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER, OR DEVELOPER, IF ANY, AND PRESIDIO MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH SOFTWARE PRODUCTS.

ARTICLE 9: LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PRESIDIO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY CLIENT OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY HERUNDER AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAID BY CLIENT TO PRESIDIO FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE SOW DURING THE SIX (6) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. PRESIDIO SHALL NOT BE LIABLE TO CLIENT OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (I) INTEROPERABILITY, INTERACTION, ACCESS, OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, PROFESSIONAL SERVICES, CONTENT OR NETWORKS PROVIDED BY THE CLIENT OR THIRD PARTIES; (II) SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE SOW; (III) UNAUTHORIZED ACCESS TO, OR THEFT, ALTERATION, LOSS, DEGRADATION, DAMAGE OR DESTRUCTION OF, CLIENT'S, ITS USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS, WHETHER ON-PREMISES OR CLOUD-BASED (ALL OF THE FOREGOING OF CLIENT, ITS USERS OR THIRD PARTIES IS COLLECTIVELY REFERRED TO HEREINAFTER AS THE "CLIENT COMPUTER SYSTEMS"), OR LOSS OF ACCESS THERETO, THROUGH ANY MANNER OR METHOD, INCLUDING, WITHOUT LIMITATION, ANY HARMFUL PROGRAM, CODE OR ATTACK; (IV) A BREACH IN THE SECURITY OF ANY OF CLIENT COMPUTER SYSTEMS; (V) THE INTEGRITY OR AUTHENTICITY OF CLIENT'S, ITS USERS' OR THIRD PARTIES' CONENT, DATA, OR INFORMATION, (VI) CLIENT'S FAILURE TO COMPLY WITH ARTICLE 11 BELOW, or (VII) CLIENT'S FAILURE TO IMPLEMENT ANY SECURITY RECOMMENDATIONS MADE BY PRESIDIO.

ARTICLE 10: AGREEMENT NOT TO SOLICIT EMPLOYEES AND/OR OTHERS. The parties hereto agree that during the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall solicit, recruit, hire or otherwise employ or retain any technical or professional employees of the other party assigned to work on the Contract or Subcontract without the non-hiring party's prior written consent. Either party may, without violating this provision, conduct regular solicitation efforts such as newspaper advertisements, utilizing employment agencies, open houses, job fairs or other widely distributed announcements of job openings, where such solicitation efforts are not specifically directed towards persons working under this Agreement, and recruit, hire or otherwise employ or retain respondents to such permissible efforts.

ARTICLE 11: CLIENT RESPONSIBILITIES. In addition to any responsibilities specified in an SOW, CLIENT shall establish, implement and maintain its own (i) procedures for the reconstruction of lost or altered files, backup or saving of data or programs, and (ii) organizational security protocols and governance consistent with industry practices governing CLIENT'S, its employees, subcontractors, or third parties' access and use of the Client Computer Systems.

ARTICLE 12: EXPORT LAW COMPLIANCE. CLIENT has been advised that any software, technical information, products or other Deliverables provided to CLIENT via this Agreement may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

ARTICLE 13: MISCELLANEOUS PROVISIONS. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by US certified mail, return receipt requested, postage prepaid to the addresses above, or as changed through written notice to the other party. The parties understand and agree that their duties and responsibilities under this Agreement shall not be assigned, transferred, or shared by either party with any other person, corporation, or entity without the prior written approval of the other party. Notwithstanding the foregoing, CLIENT agrees that PRESIDIO may assign this Agreement without such approval to an affiliate or in connection with a merger, acquisition, consolidation, corporate reorganization, sale of a substantial block of its stock, or the sale of all or substantially all of its assets. It is expressly agreed that PRESIDIO, its employees, agents and/or subcontractors are independent contractors of CLIENT. PRESIDIO shall not be liable for delays or failure to perform with respect to this Agreement due to acts of God, terrorism, war, riots, labor or materials shortages, or other causes beyond its reasonable control. This Agreement (1) supersedes all prior agreements between the parties with respect to the same subject matter, and fully sets forth the understanding of the parties with respect to the subject hereof; and (2) shall not be modified except by written agreement of the parties; . The respective obligations of the CLIENT and PRESIDIO which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, the obligations regarding confidentiality, warranty, warranty disclaimers, employee non-solicitation and limitations of liability, shall survive termination or expiration. PRESIDIO shall have authority to issue a press release describing, and otherwise publicly disclose, the general relationship of the parties shall also have the right to use the name and logo of CLIENT as a customer of PRESIDIO in pro

Nassau County Board of County Commissioners Taco E. Pope, AICP	PRESIDIO NETWORKED SOLUTIONS LLC
Authorized Signature	Authorized Signature Erik Hayko
Printed or Typed Name	Printed or Typed Name
Taco Pope	Senior Contracts Manager
Title	Title
County Manager	4/12/2024
Date	Date



ADDENDUM TO THE MASTER SERVICES AGREEMENT WITH PRESIDIO NETWORKED SOLUTIONS, LLC

THIS ADDENDUM TO THE MASTER SERVICES AGREEMENT WITH PRESIDIO NETWORKED SOLUTIONS, LLC (hereinafter "Addendum") is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the "County" or "Customer"), and Presidio Networked Solutions, LLC, a Florida Corporation (hereinafter the "Vendor" or "Presidio Networked Solutions, LLC") hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties desire to enter into a Master Services Agreement for WXCALLING 250KW SERVICES (hereinafter "Agreement"); and

WHEREAS, the Parties wish to establish additional standard terms and conditions to that Agreement as contained herein; and

WHEREAS, the Parties hereby desire to enter into this Addendum to the Agreement to set forth in writing additional rights, duties and obligations hereunder.

NOW, **THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Agreement as follows:

SECTION 1. CONFLICTING PROVISIONS.

1.1 The Parties agree that in the event of any conflict between the terms of the Agreement and any exhibits or attachments to the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail.

SECTION 2. PAYMENT AND INVOICING.

2.1 The County shall pay the Vendor in an amount not to exceed \$27,000 for the goods and/or services referenced in the Agreement. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Chief Innovation Officer or designee and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the

County to verify compliance with the specifications and conditions of Agreement. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County cannot be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Chief Innovation Officer or techservices@nassaucountyfl.com, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of the Agreement. The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 3. E-VERIFY.

- 3.1 The Vendor shall comply with Section 448.095, Florida Statutes, 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 the Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Agreement), the Vendor shall 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.
- **3.2** The Vendor shall 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 shall provide the Vendor with an affidavit stating 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.

3.3 Compliance with the terms of the E-Verify program provision is made an express condition of the Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, 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 the Agreement.

SECTION 4. GOVERNING LAW, VENUE, COMPLIANCE WITH LAWS, ATTORNEY'S FEES AND CHANGE OF LAWS.

- **4.1** The Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under the Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.
- **4.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under the Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under the Agreement.
- **4.3** The Vendor shall comply with all federal, state, county and municipal laws, ordinances, policies and rules including Title II of the Americans with Disabilities Act and the County's adopted Web Content Accessibility Guidelines (WCAG), version 2.1, level AA.
- **4.4** In the event of any legal action to enforce the terms of the Agreement each party shall bear its own attorney's fees and costs.
- 4.5 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Agreement or the activities of either party under the Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within fifteen (15) days after the date of the notice seeking renegotiation, then either

party may terminate the Agreement by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 5. TAXES.

5.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of the Agreement. As such, the Vendor shall refrain from including taxes in any billing. Any questions regarding this tax exemption shall be addressed to the County Manager.

SECTION 6. FUNDING.

6.1 The County's performance and obligation under the Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 7. PUBLIC RECORDS.

- 7.1 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 THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under the Agreement, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:
 - a. Keep and maintain public records required by the County to provide goods and/or services.
 - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the

- Agreement if the Vendor does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- **7.2** A request to inspect or copy public records relating to the Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- **7.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
- **7.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.
- 7.5 If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, 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, to the County and to the Vendor.

- **7.6** A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent.
- 7.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.
- 7.8 In reference to any public records requested under the Agreement, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."
- **7.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.
- 7.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

SECTION 8. PUBLIC ENTITY CRIMES.

8.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Agreement.

SECTION 9. INDEMNIFICATION.

9.1 Any indemnification by the County in the Agreement or any sub agreement, or exhibit thereunder is hereby limited to the limits as set forth in Section 768.28, Florida Statues.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY:

NASSAU COUNTY, FLORIDA				
Signature: Taco E. Pope, AICP				
Print Name: Taco Pope				
Title: County Manager				
Date: 4/26/2024				

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May	
DENISE C. MAY, County Attorney	

VENDOR:

PRESIDIO NETWORKED SOLUTIONS, LLC

Signature: Erik Hayko (Apr. 12, 2024 10:16 CDT)
Print Name: Erik Hayko
Title: Senior Contracts Manager
Date: 4/12/2024

ATTACHMENT A



2001724050990-01 QUOTE:

01/29/2024 DATE: PAGE: 1 of 1

TO:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS Norman Kennedy

96135 Nassau Place Suite 7

Yulee, FL 32097

nkennedy@nassaucountyfl.com

(p) (904) 530-6010 (f) (904) 491-3629

FROM:

Contract Vehicle:

Presidio Networked Solutions LLC Sylver Fair 8647 Baypine Road Building 1

Suite 100

Jacksonville, FL 32256

sfair@presidio.com (p) +1.407.409.8250

*Open Market

Customer#: COUNT033

Account Manager: Ray Watkins Inside Sales Rep: Sylver Fair

Title: BOCC Nassau County WxCalling A-AUD-OCP1-EA

# Dowt#		Description	1:-	of Duice	Heit Deine	Ohi	Diagount Ev	t Lint Duine	Fut Brica
# Part #		Description		st Price	Unit Price	Qty		t List Price	Ext Price
A-FLEX-3		Initial Term: Auto-Renewal Term:	36 months Do Not Renew		Billing Model: Requested Sta		Annual 02/29/2024		
Recurring Cha	arges	7.440 1.61101141 1.611111	20110111011011				<u></u>		
1 A-AUD-O	CP1-EA	Outbound Calling Plan - Committed Enterprise Agreement User		\$2.50	\$2.50	300 User for 36 month		\$27,000.00	\$27,000.00
							Recurring Annual Charges	::	\$9,000.00
							Total Recurring C	harges:	\$27,000.00
Usage Charge	s								
							Total Usage Charges	:	Billed As Incurred
								Total:	\$27,000.00
							Total List Price:		\$27,000.00
							Sub Total:		\$27,000.00
							Grand Total:		\$27,000.00
This quote is g	overned by the I	Master Agreement execute	d between the parties	S.					
		es and agrees to make time nts for partial shipments	ely payment for produ	ıcts delivered ar	nd services				
Customer	Signature			Date					

DocuSign

Certificate Of Completion

Envelope Id: E56CA0E77CF74803A99907B07C35842D

Subject: Complete with DocuSign: Presidio_WebEx_Master Services_CM3657

Source Envelope:

Document Pages: 13 Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator:

Tonya Wood

twood@nassaucountyfl.com IP Address: 50.238.237.26

Record Tracking

Status: Original

4/12/2024 1:50:38 PM

Holder: Tonya Wood

twood@nassaucountyfl.com

Location: DocuSign

Signer Events

Derrick D. Lindsay

dlindsay@nassaucountyfl.com

Chief Innovation Officer Nassau County BOCC

Security Level: Email, Account Authentication

(None)

Signature

Signatures: 16

Initials: 3

Derrick D. Lindsay

Signature Adoption: Pre-selected Style Using IP Address: 174.239.84.13

Signed using mobile

Timestamp

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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)

17

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

Sent: 4/12/2024 4:25:50 PM Viewed: 4/12/2024 4:26:28 PM Signed: 4/12/2024 4:27:08 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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: 4/12/2024 4:27:11 PM Viewed: 4/12/2024 4:30:02 PM Signed: 4/12/2024 4:31:30 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Lanaee Gilmore		Sent: 4/12/2024 4:31:32 PM
lgilmore@nassaucountyfl.com	Ganace Kelmon	Viewed: 4/16/2024 1:36:59 PM
Procurement Director		Signed: 4/16/2024 1:37:05 PM
Nassau County BOCC	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Abigail Jorandby		Sent: 4/16/2024 1:37:07 PM
ajorandby@nassaucountyfl.com	ИJ	Viewed: 4/26/2024 8:26:02 AM
Deputy County Attorney		Signed: 4/26/2024 8:26:17 AM
Nassau BOCC	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise C. May	A	Sent: 4/26/2024 8:26:19 AM
dmay@nassaucountyfl.com	Denise C. May	Viewed: 4/26/2024 8:51:09 AM
County Attorney		Signed: 4/26/2024 8:51:51 AM
Nassau County BOCC	Circostore Adoptions Decoplosted Otals	
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco E. Pope, AICP		Sent: 4/26/2024 8:51:55 AM
tpope@nassaucountyfl.com	Taco E. Pope, AICP	Viewed: 4/26/2024 8:54:17 AM
County Manager		Signed: 4/26/2024 8:54:38 AM
Nassau County BOCC	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Clerk Finance		Sent: 4/26/2024 8:54:40 AM
boccap@nassauclerk.com	Clerk Finance	Viewed: 4/26/2024 12:53:45 PM
Nassau County Clerk		Signed: 4/26/2024 12:53:52 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	
Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059		
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Timestamp

Certified Delivery Events

Status

Carbon Copy Events Status Timestamp Clerk Admin Sent: 4/26/2024 12:53:55 PM **COPIED** BOCCClerkServices@nassauclerk.com Viewed: 4/26/2024 1:09:26 PM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **BOCC Procurement** Sent: 4/26/2024 12:53:56 PM **COPIED** procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Tonya Wood Sent: 4/26/2024 12:53:58 PM **COPIED** twood@nassaucountyfl.com Resent: 4/26/2024 12:54:04 PM Administrative Coordinator Nassau County Board of County Commission

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

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(None)

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Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
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Signing Complete	Security Checked	4/26/2024 12:53:52 PM		
Completed	Security Checked	4/26/2024 12:53:58 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

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.