

CS-21-130

BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM3135

GENERAL INFORMATION

Requesting Department HUMAN RESOURCES

Contact Person: Ashley Metz

Telephone: (904) 530-6075 Fax: (904) 321-5797 Email: AMETZ@NASSAUCOUNTYFL.COM

CONTRACTOR INFORMATION

Name: CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

Address: 200 W FORSYTH ST #1700, JACKSONVILLE, FL 32202

City State Zip

Contractor's Administrator Name: LORI MANS Title: ATTORNEY

Telephone: (904) 356-8900 Fax: () _____ Email: LMANS@CONSTANGY.COM

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

Authorized Signatory Name: LORI MANS

Authorized Signatory Email: LMANS@CONSTANGY.COM

CONTRACT INFORMATION

Contract Name: CONSTANGY, BROOKS, SMITH & PROPHETE LEGAL SERVICES

Description: TO PROVIDE LOCAL 3101 NEGOTIATION SERVICES

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

Terms: Payment Period: MONTHLY / PER HOUR Amount per Period: BASED ON NUMBER OF HOURS

Total Amount of Contract: \$35,000.00 BUDGETED

APPROXIMATE IF NECESSARY

Source of Funds: 01122513-531201 Termination/Cancellation: UP TO 5 YEARS

Authorized Signatory: County Manager Taco Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: TBD to: 2023

Status: New _____ Renew _____ Amend# _____ WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other PROF SVC

If Processing an Amendment:

Contract #: _____ Increased Amount of Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amendment Amount: _____

Continued on next page

CONTRACT FOR OUTSIDE LABOR COUNSEL SERVICES

I. PURPOSE OF CONTRACT

This contract for engagement of outside labor counsel services (or "Agreement") is made and executed in duplicate by and between the Nassau County Board of County Commissioners, herein referred to as the "Board," and the firm of Constangy, Brooks, Smith & Prophete, LLP, herein referred to as "CBS&P," in order to obtain specialized representation and legal advice in the area of labor law.

II. DURATION OF AGREEMENT

This Agreement shall be effective upon the date the last of the parties to be charged executes the agreement, and continue for a period of one (1) year, unless terminated by either the Board or CBS&P as further provided herein. This contract may be renewed annually after the one (1) year term with the consent of all parties. Should the parties wish to extend, or renew, this contract beyond a cumulative five (5) years, they shall enter into a new contract.

III. SCOPE OF SERVICES AND COMPENSATION

The duties assumed by CBS&P shall include providing legal advice and representation of the Board in labor and employment matters, including labor negotiations with the Nassau County Fire-Rescue Professionals, Local 3101, IAFF, AFL-CIO, as requested by the Board.

Services shall be billed on an hourly basis at the rate of \$281 per hour for firm partners and \$276 per hour for firm associates.

IV. EXCHANGE OF INFORMATION

CBS&P agrees to inform the Board from time to time as to the status of all labor matters handled by CBS&P. CBS&P agrees to make available to the Board all

written materials prepared, sent, or received by CBS&P pertaining to all proceedings. Copies of such materials will be provided to the Board upon the Board's request.

V. CONFLICT OF INTEREST

CBS&P agrees not to accept any employment which directly conflicts with the interests of the Board in connection with all proceedings.

VI. TERMINATION

Either party may terminate this contract at any time by providing the other party with thirty (30) days written notice.

VII. EXPENSES

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

VIII. STANDARD OF CARE

CBS&P shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality.

IX. DOCUMENTS

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

1. This Contract; and

2. *Certificate of Liability Insurance* attached hereto as Exhibit "A"; and
3. Any work authorizations, written amendments, modifications or addenda to this Contract.

X. EQUAL OPPORTUNITY EMPLOYMENT

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

XI. INSURANCE

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

XII. GOVERNING LAW AND VENUE

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

XIII. MISCELLANEOUS

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

2. **Severability:** Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition

or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

3. Public Records: County is a public agency subject to Chapter 119, Florida Statutes. IF CBS&P HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CBS&P'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that CBS&P is providing services to County, and pursuant to section 119.0701, Florida Statutes, CBS&P shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Contract if CBS&P does not transfer the records to the public agency.

d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of CBS&P or keep and maintain public records required by the public agency to perform the service. If CBS&P transfers all public records to the public

agency upon completion of the contract, CBS&P shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CBS&P keeps and maintains public records upon completion of the Contract, CBS&P shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to CBS&P maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. CBS&P must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If CBS&P does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. If CBS&P fails to provide public records to Nassau County within a reasonable time, it may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

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

XIV. EMPLOYMENT ELIGIBILITY

CBS&P must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by CBS&P during the term of this Contract to work in Florida. Additionally, if

CBS&P uses subcontractors to perform any portion of the work (under this Contract), CBS&P must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. CBS&P must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

XV. OWNERSHIP OF DOCUMENTS

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

XVI. FUNDING

The funding for the expenditures are available in the current fiscal year. The funding shall not require any additional budget appropriation by the County Commission of the County of Nassau.

XVII. NOTICE

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

COUNTY

Ashley Metz, Human Resources Director
96135 Nassau Place
Yulee, Florida 32097
904-530-6075
ametz@nassaucountyfl.com

CONSULTANT:

Lori Mans, Esquire
Constangy, Brooks, Smith & Prophete, LLP
200 W Forsyth Street, #1700
Jacksonville, Florida 32202
(904) 356-8900
lmans@constangy.com

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

3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CBS&P and County.

XVIII. ENTIRE AGREEMENT

This contract contains the entire agreement between the parties. This contract shall not be modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the PARTIES have set their hands and seals hereto
this _____ day of _____, 2022.

For Nassau County Board
of County Commissioners

For Constangy, Brooks Smith
& Prophete, LLP

Taco E. Pope, AICP

Lori Mans

Print: Taco E. Pope, AICP

Print: Lori Mans

Title: County Manager

Title: Partner

Date: 2/7/2022

Date: 2/7/2022

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2021

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

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

PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Allison Peak	
	PHONE (A/C, No, Ext): 706-324-6671	FAX (A/C, No): 706-576-5607
	E-MAIL ADDRESS: Allison.Peak@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great Northern Insurance Company	20303
	INSURER B : Federal Insurance Company	20281
	INSURER C : Chubb Indemnity Insurance Company	12777
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	35958774	01/31/2021	01/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73573465	01/31/2021	01/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			79874962	01/31/2021	01/31/2022	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 DED \$ RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71747456	01/31/2021	01/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(GL) Blanket Additional Insured per form 80022000 0401 Liability Insurance (pg7 - 8)
(GL) Blanket Waiver of Subrogation per form 80022000 0401 Liability Insurance (pg 24)

CERTIFICATE HOLDER Nassau County BOCC 96135 Nassau Place, Suite 5 Yulee, FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>PETER J. KRANSE</i>

Exhibit "A"

CONSTBROOK2

CM3125

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2021

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

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PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Allison Peak
	PHONE (A/C, No, Ext): 706-324-6671 FAX (A/C, No): 706-576-5607 E-MAIL ADDRESS: Allison.Peak@MarshMMA.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Columbia Casualty Company
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED
 Constangy, Brooks, Smith & Prophete LLP
 230 Peachtree Street, NW, Suite 2400
 Atlanta, GA 30303

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability			596857420	12/31/2020	12/31/2021	\$10,000,000 Per Claim \$20,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE PETER J. KRANSE

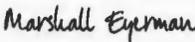
Certificate Of Completion

Envelope Id: 997F4B5EDF3349829A4B0BD8B1ECB799 Status: Sent
 Subject: Please DocuSign: CM3135 - Constangy, Brooks, Smith & Prophete, LLP - L3101 Bargaining - \$35,000.00
 Source Envelope:
 Document Pages: 12 Signatures: 6 Envelope Originator:
 Certificate Pages: 6 Initials: 0 Tina Keiter
 AutoNav: Enabled tkeiter@nassaucountyfl.com
 Envelopeld Stamping: Enabled IP Address: 50.238.237.26
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

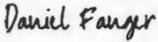
Record Tracking

Status: Original Holder: Tina Keiter Location: DocuSign
 2/1/2022 1:31:07 PM tkeiter@nassaucountyfl.com

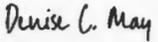
Signer Events

	Signature	Timestamp
Marshall.Eyerman MEyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 2/1/2022 1:38:19 PM Viewed: 2/2/2022 7:42:48 AM Signed: 2/2/2022 7:42:58 AM

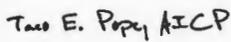
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Daniel Fanger dfanger@nassaucountyfl.com Asst. OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 2/2/2022 7:42:59 AM Viewed: 2/2/2022 10:48:32 AM Signed: 2/2/2022 10:48:49 AM
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Electronic Record and Signature Disclosure:
 Accepted: 1/12/2022 8:21:25 AM
 ID: a674f252-535e-4d30-a29b-ba05d6cf52ef

Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile	Sent: 2/3/2022 10:01:30 AM Viewed: 2/3/2022 10:31:30 AM Signed: 2/3/2022 10:31:42 AM
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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)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile	Sent: 2/3/2022 10:31:44 AM Viewed: 2/3/2022 11:24:27 AM Signed: 2/7/2022 3:24:25 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Lori Mans lmans@constangy.com Partner Security Level: Email, Account Authentication (None)	<i>Lori Mans</i> Signature Adoption: Pre-selected Style Using IP Address: 38.88.11.202	Sent: 2/7/2022 3:24:27 PM Viewed: 2/7/2022 3:36:18 PM Signed: 2/7/2022 3:38:16 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/7/2022 3:36:18 PM
 ID: 1aad827c-f6bd-49e4-a198-7f1cd1e404b3

Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)	Sent: 2/7/2022 3:38:18 PM Viewed: 2/7/2022 3:40:58 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

BOCC AP
 boccap@nassauclerk.com
 Security Level: Email, Account Authentication (None)
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
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

Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)	<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/1/2022 1:38:19 PM Viewed: 2/1/2022 1:38:55 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Michael Mullin mmullin@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/3/2022 10:01:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

RLS Distro
 RLSDistribution@nassaucountyfl.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Thomas
 tobrien@nassaucountyfl.com
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tina Keiter
 tkeiter@nassaucountyfl.com
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lori Mans
 lmans@constangy.com
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/1/2022 1:38:19 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Nassau:

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

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

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.