

CHECKLIST*Review/Complete before sending contract for final signature*

Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- Holly Coyle* 12/14/2022

1. _____
 Department Head/Contract Manager Date
Andrew Almon 12/14/2022
2. _____
 Procurement Date *JP* 12/14/2022
Chris Lacambra 12/14/2022
3. _____
 Office of Mgmt & Budget Date
Denise C. May 12/15/2022 *DJ* 12/15/2022
4. _____
 County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

- Taco E. Pope AICP* 12/16/2022

5. _____
 County Manager Date

**FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR NASSAU
COUNTY FLORIDA**

THIS AMENDMENT made and entered into this _____ day of _____, 2022 by and between the **Board of County Commissioners of Nassau County**, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Barth Associates, LLC**, a Florida Limited Liability Company, whose Florida office address is located at 10030 SW 52nd Road, Gainesville, Florida 32608, hereinafter referred to as "Consultant".

WHEREAS, the parties entered into the Professional Service Agreement for Nassau County, Florida on or about February 5, 2021 for professional services on an "as needed" basis for facilitation, technical assistance, and guidance related to strategic planning, recreation services planning, program development, and operational management; and

WHEREAS, the Agreement allowed for an initial one (1) year term beginning on January 1, 2021 and ending on December 31, 2021 with the option to extend in one (1) year increments so that the total contract length, including extensions, does not exceed five (5) years; and

WHEREAS, the parties agreed to amend the Agreement on or about March 18, 2021 to include the preparation of amendments to the Land Development regulations and Comprehensive Plan elements

and to increase the rate of compensation to not to exceed \$45,000.00 per year to account for the additional services; and

WHEREAS, the parties further agreed to amend the Agreement on or about December 13, 2021 to include review of parks and open space systems proposed and to increase the rate of compensation to not to exceed \$75,000.00 per year to account for the additional services; and

WHEREAS, the parties further agreed to amend the Agreement on or about December 15, 2021 to extend the term of the Agreement for one (1) year beginning on January 1, 2022 and ending on December 31, 2022; and

WHEREAS, the County has determined that it is necessary to further amend the Agreement to include an updated scope of services and timeline for the services incorporated by way of prior Amendments and to include further review of proposed parks and open space systems; and

WHEREAS, the County has also determined that it is necessary to increase the rate of compensation to an amount not to exceed \$155,000.00 for all services provided under the Agreement; and

WHEREAS, the parties further recognize that the available balance under the Agreement is an amount not to exceed \$117,015.60; and

WHEREAS, the parties further agree to extend the term of the Agreement for an additional one (1) year period beginning on January 1, 2023 and ending on December 31, 2023.

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

1. The Agreement shall be amended to update the scope of services and timeline for services incorporated by prior Amendments and to include further review of parks and open space systems within Nassau County on an 'as needed' basis.
2. The Agreement shall be further amended to increase the rate of compensation to an amount not to exceed \$155,000.00 for all services provided under the Agreement with an available balance of not to exceed \$117,015.60, and to extend the term of the Agreement for an additional one (1) year period beginning January 1, 2023 and ending on December 31, 2023.
3. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Its: Chairman

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May 12/15/2022

DENISE C. MAY

BARTH ASSOCIATES, LLC

Denise L Barth

By: **Denise L Barth**

Its: **Manager**

Date: **12/15/2022**

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
Barth Associates, LLC 10030 SW 52nd Road Gainesville, FL 32608

DEPARTMENT
Planning Department

REQUESTED BY
Laurie Goltry

[illegible]

COPY - DEPARTMENT

Total

\$ 37,015.60

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.

12/14/2022

I attest that, to the best of my knowledge, funds are available for payment. 12/14/2022

12/14/2022

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

12/14/2022

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.

reviewed and approved

Date: _____

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

Date:	11/23/2022	Project:	Parks <u>Planning</u>
Vendor Name:	Barth Associates, LLC	FY Cost:	<u>\$80,000.00</u>
Address:	10030 SW 52nd Rd., Gainesville, FL	Total Cost:	<u>\$155,000.00</u>
Phone:	<u>561-308-9937</u>	Account:	<u>04247515-531025</u>
Contact Name:	<u>Denise Barth, Manager</u>		

Description of Goods and/or Services:

Professional Services provided on an "as needed" basis for recreational planning.

Source of Funds: ☒ County ☐ State ☐ Federal ☐

Other Check one (1) of the following choices:

<input checked="" type="checkbox"/> Exempt purchase:	Allistic Services FS 287.057 (3)(e)l. as defined under FS 287.012 Professional Services: Nassau County Purchasing Policy (Chapter 1, Article VII, Section 1-141) - Purchasing policy Section (e) Purchases exempt from competitive or alternative methods. Communications (5.2-Nassau County Purchasing Policy Exemption) Publications (5.3 - Nassau County Purchasing Policy Exemption) Lodging and Transportation (5.5 -Nassau County Purchasing Policy Exemption) Other Professional Services (5.8-Nassau County Purchasing Policy Exemption)
<input type="checkbox"/> Single Source:	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. (Attach letter from the vendor)
<input type="checkbox"/> Sole Source	The goods or services can be legally purchased from only one source. (Attach letter from the vendor). Were alternatives evaluated? Yes D (If yes, explain why alternatives are unacceptable) No D (If no, explain why no alternatives were 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.

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

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.
Michelle Peterson

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

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



DAVILBA-01

CFARMER

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/22/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002	FAX (A/C, No): (352) 376-8393
	E-MAIL ADDRESS:	
INSURED Barth Associates, LLC 10030 SW 52 Road Gainesville, FL 32608	INSURER(S) AFFORDING COVERAGE	
	INSURER A : United States Liability Insurance	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		NAIC # 25895

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	X	X	SP1576751	1/13/2022	1/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 PROFESSIONAL LI \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Nassau County Board of County Commissioners as Additional Insured including completed operations with Waiver of Subrogation for General Liability, Professional Liability and Auto.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Board of County Commissioners 26191 Nassau Place Yulee, FL 32097	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 

Certificate Of Completion

Envelope Id: E2C8821C3C734B0F8AABEBC799578B97

Status: Completed

Subject: Please DocuSign: Barth Associates, LLC.pdf

Source Envelope:

Document Pages: 18

Signatures: 1

Envelope Originator:

Certificate Pages: 6

Initials: 0

Amber Carter

AutoNav: Enabled

acarter@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: Amber Carter

Location: DocuSign

4/7/2021 3:43:43 PM

acarter@nassaucountyfl.com

Signer Events

Signature

Timestamp

David Barth, PhD

david@barthassoc.com

Principal

Security Level: Email, Account Authentication
(None)


Sent: 4/7/2021 3:51:23 PM

Viewed: 4/7/2021 4:26:01 PM

Signed: 4/7/2021 4:26:49 PM

Signature Adoption: Pre-selected Style
Using IP Address: 174.70.79.73

Electronic Record and Signature Disclosure:

Accepted: 4/7/2021 4:26:01 PM

ID: 773b12f0-16a1-4052-bb2b-40ee47b74d39

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

Amber Carter

acarter@nassaucountyfl.com

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 4/7/2021 4:26:52 PM

Amy Bell

abell@nassaucountyfl.com

Administrative Manager

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 4/7/2021 4:26:52 PM

Carbon Copy Events	Status	Timestamp
<p>Brenda Linville blinville@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/7/2021 4:26:52 PM
<p>David Barth, PhD david@barthassoc.com Principal Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/7/2021 4:26:01 PM ID: 773b12f0-16a1-4052-bb2b-40ee47b74d39</p>	COPIED	Sent: 4/7/2021 4:26:53 PM
<p>Heather Nazworth hnazworth@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/7/2021 4:26:52 PM
<p>Holly Coyle hcoyle@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/7/2021 4:26:52 PM
<p>Laurie Goltry lgoltry@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/7/2021 4:26:52 PM
<p>Melissa Lucey mlucey@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/7/2021 4:26:52 PM
<p>Peggy Snyder psnyder@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/7/2021 4:26:52 PM
<p>Thad Crowe tcrowe@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/7/2021 4:26:52 PM

Carbon Copy Events	Status	Timestamp
Tina Barnett tbarnett@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/7/2021 4:26:52 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2021 3:51:23 PM
Certified Delivered	Security Checked	4/7/2021 4:26:01 PM
Signing Complete	Security Checked	4/7/2021 4:26:49 PM
Completed	Security Checked	4/7/2021 4:26:53 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.