

CS-21-163

# BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
<b>CONTRACT TRACKING NO.</b>
<b>CM3140</b>

## GENERAL INFORMATION

Requesting Department OMB/County Manager \_\_\_\_\_

Contact Person: Marshall Eyerman \_\_\_\_\_

Telephone: ( 904 ) 530-6011 Fax: ( ) Email: meyerman@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Nassau Soil & Water Conservation District

Address: PO Box 753 Callahan FL 32011  
City State Zip

Contractor's Administrator Name: Cari Cahill Title: District Coordinator

Telephone: (904) 879-3372 Fax: ( ) Email: ncswcd@gmail.com

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

Authorized Signatory Name: Chairman for Soil & Water Conservation

Authorized Signatory Email: ncswcd@gmail.com

## CONTRACT INFORMATION

Contract Name: Nassau Soil & Water Conservation District

Description: FY 2021/22 Not For Profit Funding Agreement  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: Quarterly Amount per Period: \$6,631.25

Total Amount of Contract: \$26,525  
APPROXIMATE IF NECESSARY

Source of Funds: 01372537-581000 Termination/Cancellation: 9/30/2022

Authorized Signatory: Taco Pope  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/1/21 to: 9/30/22

Status:  New  Renew  Amend#  WA/Task Order

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

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

*Continued on next page*

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
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 Cty 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.	Cty 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.	Cty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cty Atty/Risk
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed in requirements	Dept
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.	Cty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Marshall Eyrman 2/14/2022  
 Department Head Date
2. Janice Kilmore 2/16/2022  
 Procurement Date
3. Marshall Eyrman 2/14/2022  
 Office of Mgmt & Budget Date
4. Denise C. May 2/16/2022  
 County Attorney/Contracts Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Trace E. Pope, AICP 2/17/2022  
 County Manager Date

**RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

**Original:** Clerk's Services; Contractor (original or certified copy)  
**Copies:** Department: Procurement; Office of Management & Budget; County Attorney; Contract Management: Clerk Finance

**FUNDING AGREEMENT FOR FISCAL YEAR 2021-2022 FOR NASSAU  
COUNTY SOIL AND WATER CONSERVATION DISTRICT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **NASSAU COUNTY SOIL AND WATER CONSERVATION DISTRICT**, P.O. Box 753, Callahan, Florida 32011, hereinafter referred to as "District".

**WHEREAS**, annually the County, covenants to budget and appropriate budget funds for the operation of the District.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. For the sum of twenty-six thousand five hundred twenty-five dollars (\$26,525.00), which shall be paid in quarterly installments during the months of December, February, May and August, the District does hereby agree to perform services that will benefit the residents of Nassau County, Florida. Said services to include but not be limited to the following:

a. Continuing the present level of services provided for the residents of Nassau County, Florida.

2. The District shall submit simultaneously to the County Manager and the Clerk an annual accounting acceptable to the Clerk on or before May 1<sup>st</sup> of each fiscal year in which the District received funding from the County. Additionally, the District shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the District to provide the annual accounting record by the time specified shall result in the revocation of granting of further funds and

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reimbursement of funds distributed during the year for which no report was submitted.

3. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, and services that are compliant with both the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA) shall be considered a breach of contract and may result in cancellation of this Agreement.

4. The term of this Agreement shall commence October 1, 2021 and terminate September 30, 2022.

5. This Agreement shall be amended in writing from time to time by mutual consent of parties.

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Designee of the Board of County Commissioners of Nassau County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

*Taco E. Pope, AICP*

\_\_\_\_\_  
TACO E. POPE, AICP, COUNTY MANAGER  
ITS: DESIGNEE

**NASSAU COUNTY SOIL AND WATER  
CONSERVATION DISTRICT**

*[Handwritten Signature]*

\_\_\_\_\_  
Print: \_\_\_\_\_  
ITS: CHAIRMAN

**Certificate Of Completion**

Envelope Id: CE36C3743DC441D4A3A627DECDFD217DD

Status: Completed

Subject: CM3140 Nassau Soil & Water Conservation

Source Envelope:

Document Pages: 5

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 0

Megan Sawyer

AutoNav: Enabled

msawyer@nassaucountyfl.com

EnvelopeId Stamping: Enabled

IP Address: 50.238.237.26

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

**Record Tracking**

Status: Original

Holder: Megan Sawyer

Location: DocuSign

2/14/2022 11:16:49 AM

msawyer@nassaucountyfl.com

**Signer Events**

**Signature**

**Timestamp**

Marshall Eyerman

Sent: 2/14/2022 11:41:19 AM

MEyerman@nassaucountyfl.com

*Marshall Eyerman*

Viewed: 2/14/2022 3:13:36 PM

Assistant County Manager

Signed: 2/14/2022 3:13:56 PM

Nassau County BOCC

Security Level: Email, Account Authentication

Signature Adoption: Pre-selected Style

(None)

Using IP Address: 50.238.237.26

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Lanaee Gilmore

Sent: 2/14/2022 3:13:57 PM

lgilmore@nassaucountyfl.com

*Lanaee Gilmore*

Viewed: 2/16/2022 8:05:56 AM

Procurement Director

Signed: 2/16/2022 8:06:32 AM

Nassau County BOCC

Security Level: Email, Account Authentication

Signature Adoption: Pre-selected Style

(None)

Using IP Address: 50.238.237.26

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Denise C. May

Sent: 2/16/2022 3:59:32 PM

dmay@nassaucountyfl.com

*Denise C. May*

Viewed: 2/16/2022 4:50:17 PM

Assistant County Attorney

Signed: 2/16/2022 4:50:33 PM

Nassau County BOCC

Security Level: Email, Account Authentication

Signature Adoption: Pre-selected Style

(None)

Using IP Address: 50.238.237.26

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Taco E. Pope, AICP

Sent: 2/16/2022 4:50:36 PM

tpope@nassaucountyfl.com

*Taco E. Pope AICP*

Viewed: 2/17/2022 8:17:05 AM

County Manager

Signed: 2/17/2022 8:17:34 AM

Nassau County BOCC

Security Level: Email, Account Authentication


Signature Adoption: Pre-selected Style

(None)

Using IP Address: 50.238.237.26

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Chairman for Soil & Water Conservation ncswcd@gmail.com Security Level: Email, Account Authentication (None)	  Signature Adoption: Drawn on Device Using IP Address: 99.68.35.241 Signed using mobile	Sent: 2/17/2022 8:17:36 AM Viewed: 3/9/2022 11:34:04 AM Signed: 3/9/2022 11:38:08 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/9/2022 11:34:04 AM ID: 7e092687-39ce-480a-9ca3-349806597032		

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
Michael Mullin mmullin@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/16/2022 3:59:33 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/9/2022 11:38:10 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/9/2022 11:38:11 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Procurement Staff procurementstaff@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/9/2022 11:38:11 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Megan Sawyer msawyer@nassaucountyfl.com Budget Coordinator Nassau County BOCC Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/9/2022 11:38:12 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	2/14/2022 11:41:19 AM
Certified Delivered	Security Checked	3/9/2022 11:34:04 AM
Signing Complete	Security Checked	3/9/2022 11:38:08 AM
Completed	Security Checked	3/9/2022 11:38:12 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

#### **To advise County of Nassau of your new email address**

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

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

#### **To request paper copies from County of Nassau**

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

#### **To withdraw your consent with County of Nassau**

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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