

CS-22-109

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM3313

GENERAL INFORMATION

Requesting Department: Procurement

Contact Person: Lanae Gilmore

Telephone: (904) 530-6043 Fax: () Email: lgilmore@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Florida State College at Jacksonville, Nassau Campus

Address: 76346 William Burgess Blvd. Yulee, FL 32097
City State Zip

Contractor's Administrator Name: Toni Abbott Title: Nassau Campus

Telephone: 904-548-4114 Fax: () Email: tabbot@fscj.edu

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

Authorized Signatory Name: Cameron Fansher

Authorized Signatory Email: Cameron.fansher@fscj.edu

CONTRACT INFORMATION

Contract Name: FSCJ Facility Use Agreement

Description: Facility Rental – The Nassau Room T126 for Vendor Outreach Event

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

Total Amount of Contract: NTE \$40.00
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other Account: 01250515-544000

Authorized Signatory: Taco E. Pope, AICP

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 2/7/23 to: 2/7/23 Termination/Cancellation: _____

Status: New Renew Amend#1 WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
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

1. *Nassau Adams* 1/26/2023 *ME* 1/26/2023
 Department Head/Contract Manager Date
2. *Nassau Adams* 1/26/2023 *ME* 1/26/2023
 Procurement Date
3. *Chris Lacambra* 1/27/2023 *ML* 1/27/2023
 Office of Mgmt & Budget Date
4. *Denise C. May* 1/30/2023 *ML* 1/27/2023
 County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *Tony E. Poppy AICP* 1/30/2023
 County Manager Date



FACILITY USE AGREEMENT

THIS AGREEMENT is by and between FLORIDA STATE COLLEGE AT JACKSONVILLE, a political subdivision of the State of Florida, for its Nassau Center (the "LESSOR") and Nassau County DOCC, authorized to do business in the State of Florida (the "LESSEE").

In consideration of the mutual agreements contained herein the LESSOR hereby offers for use by the LESSEE, and the LESSEE hereby accepts subject to the terms and conditions herein The Nassau Room, T126 for February 7, 2023 from 8:00 AM to 1:00 PM.

1. The LESSEE agrees to pay the LESSOR as rent for the use of said facilities and the equipment and staff that goes along therewith the sum of \$ 40.00.
2. The LESSEE agrees to pay the LESSOR a Security Deposit for the use of said facilities the sum of \$ 0 to be returned within 30 days after the event if there are no damages or cleaning charges incurred above and beyond the customary charge.
3. In order to reserve the specific dates above set out, LESSEE must execute this contract no later than 4:00 pm the 31st day of January, 20 23.
4. LESSEE shall not have the right to assign this agreement or any rights hereunder nor to sublet said premises or equipment without the written consent of the LESSOR.
5. LESSEE shall use and occupy said premises and equipment in a safe and careful manner; shall comply with all laws, rules, regulations and ordinances of the City of Jacksonville Florida and any state or governmental authority controlling or governing the demised premises or equipment or operation therein, and the attached Rental Policy.
6. LESSEE shall identify an official representative primary point of contact with LESSEE ("Representative"). The Representative will be present during the facility use and shall abide by the specific requirements listed herein.
7. LESSEE assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used or incorporated in the conduct of said events; and LESSEE agrees to indemnify and hold harmless LESSOR from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic right.
8. LESSEE, to the extent allowed by law and without waiving either party's sovereign immunity protections or increasing the limits of liability set for in Section 768.28, Florida Statutes shall defend, indemnify and hold the LESSOR harmless from any and all claims, damages, actions, injuries, costs, expenses loss or liability including, but not limited to, injury to person or property and LESSEE will act, at its own cost and expense, to defend and protect LESSOR against any and all such claims or demands. Toward this end LESSEE has provided a copy of their liability insurance coverage in the amount of \$1,000,000 and such copy is attached hereto.
9. LESSEE shall hold LESSOR harmless for any loss of revenue caused by the cancellation of an event.
10. The parties acknowledge and agree that LESSOR is a political subdivision of the State of Florida. As such, LESSOR's performance under this Agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all federal and state laws and regulations, as well as District Board of Trustees Rules which are applicable to the LESSOR's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that LESSOR's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the LESSOR to be sued; or (iii) a waiver of sovereign immunity of the

LESSOR beyond the waiver provided in Section 768.28, F. S. As LESSOR is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

11 LESSOR, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with applicable Florida Statutes as it relates to the maintenance, generation and provision of access to all public records related to this Agreement.

12. Either party shall have the right to terminate this Agreement with or without cause upon twenty-four (24) hours prior written notification to the other party. Such termination shall be in writing, signed by the duly authorized officer of the party terminating the contract, and shall be sent certified mail, return receipt requested, hand delivery, or overnight delivery.

13. Due to the outbreak of COVID-19, as declared a world-wide pandemic on March 11, 2020,, LESSEE agrees to adhere to all national, state and local health guidelines, to include, but not limited to, U.S Department of Health and Human Services Center for Disease Control and Prevention ("CDC") Guidelines, FSCJ rules and safety precautions implemented (as may be updated from time to time) while utilizing the facilities. Such precautions may include but not limited to, wearing masks, taking temperature checks all people participating/attending LESSEE event and social distancing.

14. LESSEE shall be liable for any and all costs associated with disinfecting and cleaning LESSOR property and facilities for any outbreak of CoVID-19 that occurs while LESSEE is in rental possession of the facilities associated with this agreement. Cleaning and disinfection must meet the protocols and standards provided by the CDC and the appropriate local and state regulations.

TP

15. _____ (initial/check) if the number of people participating/attending the event is greater than forty-nine (49) people, LESSEE shall provide the required number of certified crowd managers as stated on the Crowd Manager Safety Checklist. Where the number of people attending the event is greater than two hundred fifty (250), LESSEE shall provide additional crowd manager as stated on the Crowd Manager Safety Checklist.

- a. The LESSEE's designated crowd manager(s) shall take a crowd managers training course ("Course") that has been accepted and approved by the College. LESSEE shall provide LESSOR with proof of Course certification.
- b. The designated crowd manager(s) shall meet with LESSOR prior to its event and agrees to comply with the Crowd Manager Safety Checklist. A copy of the Crowd Manager Safety Checklist is attached herelo as Exhibit B. LESSEE will provide College with the signed Crowd Manager Safety Checklist.

16. N/A (initial/check) if minors (children 17 years old and younger) are attending the LESSEE event

- a. ~~LESSEE shall provide a qualified adult supervisor to serve as the official representative and primary point of contact with the LESSEE ("Representative"). The Representative will remain on the LESSOR's premises at all times during the activities or event hosted by the LESSEE. LESSEE acknowledges Representative is lawfully qualified to supervise and care for minors and will take all reasonable steps to protect minors at the event.~~
- b. LESSEE shall solely be responsible for all activities and events it hosts on the LESSOR's premises.
- c. LESSEE shall be solely responsible for its members, guests and representatives while on the LESSOR's premise and will be responsible for its members, guests and representatives until all members and guests leave the premises. The Representative will remain on the premises until all guests have left the premises and the activity has ended.

17. Any notice required or permitted by this Agreement shall be given to the following representative of each party, at the address set forth below, by hand delivery; by registered mail, return receipt requested; or by overnight mail or courier service, signed acknowledgement of receipt required. Notice shall be deemed as given on the day of receipt of the notice, as indicated on the signed and dated receipt of acknowledgement, or on the date of hand delivery:

If to College: Cameron Fansher
Florida State College at Jacksonville
76346 William Burgess Blvd.
Jacksonville, FL

With copy to: Office of General Counsel
Florida State College at Jacksonville
501 W. State Street, Suite 403
Jacksonville FL 32202

If to LESSEE
Taco Pope
96135 Nassau Place Suite 2
Yulee, FL 32097

If, after this Agreement is executed, a party designates a new representative to accept notice, the party shall furnish the new representative's name and address, in writing, to the other party, and a copy of the notice shall be attached to this Agreement.

In Witness Whereof, this Agreement has been executed as of the day and date last written below by the authorized representatives of the parties hereto.

LESSEE Taco E. Pope AICP Date 1/30/2023 LESSOR Cameron Fansher Date 1/30/2023
Signature Signature

Rental Fee:	\$	DEPOSIT:	Account Number	Amount
Labor:	\$ 40.00		# 4640000	\$ 40.00
Sales Tax:	\$		#	\$
Security Deposit:	\$		#	\$
Amt. Collected:	\$40.00			# \$

Attachment A
Facility Use Agreement
Rental Policy

Payment

The full rental rate must be paid prior to the LESSEE being permitted to use the space. If payment is made seven or fewer days prior to the event, only credit card, money order, cashiers or certified check will be accepted, unless LESSEE has previously established credit with LESSOR, or made prior arrangements. Personal checks may be used if received by LESSOR seven or more working days prior to the event. All checks are to be made payable to Florida State College at Jacksonville. If the agreed upon rental term is exceeded, additional rental fees will be charged.

Cancellation

LESSOR reserves the right to cancel an event without penalty if it determines the event is not in the best interests of LESSOR, or the subject facilities are rendered inoperable. LESSOR shall be held harmless for any loss of revenue, or other damages, that may result from said cancellation. If the LESSEE cancels an event, no refunds or credit will be permitted, unless authorized by the Campus Director of Campus Operations.

Insurance

Proof of insurance of not less than \$1,000,000 is required before facilities can be rented. The insurance certificate must list Florida State College at Jacksonville and its District Board of Trustees as "Additional Insured" and "certificate holder". If the organization's commercial vehicles are to be used, evidence of auto or fleet liability insurance must be provided.

Loss or Damage to LESSEE's Property

LESSOR is not responsible for any loss or damage to LESSEE's property left on college premises before, during, or after the scheduled event.

Security Deposit

A security deposit is required for groups renting LESSOR facilities. The security deposit amount will be based upon the type of facility being rented, and the number of participants. The security deposit will be returned within thirty (30) days after the event if there are no damages or cleaning charges to be deducted.

Prohibited Use

The use of LESSOR property for any acts directed toward disruptive or violent activity, or for any events containing lewd or lascivious material is strictly prohibited. The use of any illegal drug, gambling activities or devices on LESSOR property is prohibited. The possession or consumption of alcoholic beverages is prohibited unless such consumption is in compliance with Board Rules. Firearms are prohibited unless carried by federal or state law enforcement officers in the line of duty, or performing a security function. The scheduling of events, or services, that compete with those offered by LESSOR is prohibited.

Event Staff and Set-Up

The LESSOR Director of Campus Operations or its Designee will determine the need for campus personnel and/or off-duty police at an event. Relocation of furniture or equipment will be handled only by LESSOR staff, or under the direction of LESSOR staff.

Sales Tax

Florida sales tax on the rental amount will be charged to any organization that does not provide a certified copy of its exemption number.

Lessee's Initials TP

Date 1/30/2023

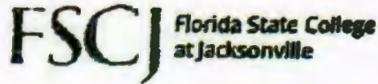


EXHIBIT 'B'

Crowd Manager Safety Checklist

Event: Vendor Outreach/Information Session Date of Event: February 7, 2023
 Location of Event: Nassau Room, T126, Nassau Campus Phone Number for Security: _____

To be completed for assemblies of 50 or more in facilities leased by the College.

The Crowd Manager must be present at the event during all hours that it is open to the public.

The Crowd Manager must complete this form with a designated College representative prior to the assembly. The checklist insures that the facility is safe to open to the public through a visual inspection of the property and that the Crowd Manager is familiar with the layout and emergency egress paths in the rented facility.

	Inspection Item	No	Yes	N/A
1	There is one crowd manager on duty for every 250 occupants (for example, 251 people require 2 Crowd Managers). Number of Crowd Managers Required: <u>1</u>		✓	
2	The Crowd Manager shall ensure no one enters in excess of the posted occupant load limit, which includes all employees, guests and performers. The posted occupant load is: <u>157</u>		✓	
3	The Crowd Manager shall be trained and briefed by the College representative on locations of the fire alarm pull stations, fire extinguishers, exits, emergency evacuation plans and to direct occupants to an exit in the event of an emergency.		✓	
4	All egress paths maintained clear, unlocked, accessible, and not blocked?		✓	
5	All exit doors operable?		✓	
6	All exit sign lighting operable?		✓	
7	Exterior stairways and means of egress clear and free of obstacles?		✓	
8	The Crowd Manager shall brief the assembly on location of exits and emergency evacuation routes.		✓	

If "No" to any of the above, then event shall not be held until situation is corrected. If "N/A", explain in Remarks section

Remarks:

Crowd Manager: Joel Vasquez
Print Name



Signature

College Representative: _____
Print Name

Signature

Date and Time: _____

Please return completed form to the College representative
 For questions - contact College's Safety Department (3111)

	<p>FLORIDA STATE COLLEGE AT JACKSONVILLE</p> <p>Facility Rental Fee Calculation Form</p>
---	--

Date of Event: 2/7/2023 Name of Non-College Organization: Nassau County BOCC

Type of Class of Organization: (X) Type 1: State, Federal and Local Agencies; Elected Officials and other State Education Institutions (Check One) () Type 2: Non-Profit Group with Tax Exempt Status and State, Local and Federal Agencies () Type 3: For-Profit Organizations and any rental for political campaigning in accordance with Florida Statute 106.15

Facility Rented (i.e. Classroom, Kent Campus): Multipurpose Room, Nassau Room, T126, Nassau Center

Room Rental \$100.00 per hour x 5 hours = \$500.00 x 0 = 0

Staff:

Security/Off Duty Police ✓	\$ _____	
Custodial	\$ <u>40.00</u>	
Other:	\$ _____	
Other:	\$ _____	
Other:	\$ _____	
Total Staffing Cost		\$ <u>40.00</u>

Equipment Fees:

_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Equipment Cost		\$ <u>0</u>

Total Calculated Rental Fee **\$ 40.00**

For Profit Organization Only: Florida Sales Tax **\$ _____**

Total Rental Fee **\$ 40.00**

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

Date:	<u>January 5, 2023</u>	Project:	_____
Vendor Name:	<u>Florida State College Jacksonville</u>	FY Cost:	<u>\$40.00</u>
Address:	<u>78346 William Burgess Blvd. Yulee, FL</u>	Total Cost:	<u>\$40.00</u>
Phone:	<u>904-548-4114</u>	Account:	<u>01250515-544000</u>
Contact Name:	<u>Toni Abbott</u>		

Description of Goods and/or Services:
Rental of FSCJ Nassau Room for Vendor Outreach Event

Source of Funds: County State Federal Other _____

Check one (1) of the following choices:

- Exempt purchase:
 - Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
 - Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
 - Publications (5.3 – Nassau County Purchasing Policy Exemption)
 - Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
 - Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
 - Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
- Single Source: 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)
- Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the manufacturer of product). Were alternatives evaluated? Yes (If yes, explain why alternatives are unacceptable) No (If no, explain why 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 reviewed, budgeted for, and follows the Nassau County Purchasing Policy. ME 1/20/2023

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. Janice 1/20/2023

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. Clara 1/21/2023

County Manager - I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would be required for approval. Janice 1/30/2023

Certificate Of Completion

Envelope Id: 4BFEB21607D64957BA453B0F3553E9FD
 Subject: Complete with DocuSign: FSCJ Facility Rental- Vendor Outreach Event.pdf \$40.00
 Source Envelope:
 Document Pages: 9 Signatures: 8
 Certificate Pages: 6 Initials: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Lanaee Gilmore
 lgilmore@nassaucountyfl.com
 IP Address: 50.238.237.26

Record Tracking

Status: Original
 1/26/2023 12:28:00 PM
 Holder: Lanaee Gilmore
 lgilmore@nassaucountyfl.com

Location: DocuSign

Signer Events

Signature

Timestamp

Lanaee Gilmore
 lgilmore@nassaucountyfl.com
 Procurement Director
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)



Sent: 1/26/2023 12:43:39 PM
 Viewed: 1/26/2023 12:43:54 PM
 Signed: 1/26/2023 12:44:05 PM

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Marshall Eyerman
 MEyerman@nassaucountyfl.com
 Assistant County Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)



Sent: 1/26/2023 12:44:10 PM
 Viewed: 1/26/2023 1:18:19 PM
 Signed: 1/26/2023 1:18:29 PM

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

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)

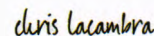


Sent: 1/26/2023 1:18:33 PM
 Viewed: 1/26/2023 3:51:19 PM
 Signed: 1/26/2023 3:51:34 PM

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

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)



Sent: 1/26/2023 3:51:38 PM
 Viewed: 1/27/2023 7:22:00 AM
 Signed: 1/27/2023 7:22:06 AM


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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events

Abigail Jorandby
 ajorandby@nassaucountyfl.com
 Assistant County Attorney
 Nassau BOCC
 Security Level: Email, Account Authentication
 (None)

Signature

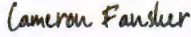

 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Timestamp

Sent: 1/27/2023 7:22:10 AM
 Viewed: 1/27/2023 2:55:52 PM
 Signed: 1/27/2023 2:55:59 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

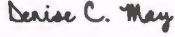
Cameron Fansher
 cameron.fansher@fscj.edu
 Security Level: Email, Account Authentication
 (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 74.202.184.5

Sent: 1/27/2023 2:56:07 PM
 Viewed: 1/30/2023 9:07:10 AM
 Signed: 1/30/2023 9:08:27 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/30/2023 9:07:10 AM
 ID: cfa45383-c500-4e31-9266-8e6882f9d3e0


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

Sent: 1/30/2023 9:08:32 AM
 Viewed: 1/30/2023 9:09:05 AM
 Signed: 1/30/2023 9:09:56 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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


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

Sent: 1/30/2023 9:10:00 AM
 Viewed: 1/30/2023 9:15:30 AM
 Signed: 1/30/2023 9:15:40 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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**

Clerk Admin
 clerkservices@nassaucountyfl.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 1/30/2023 9:15:47 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

Procurement Staff
 BOCCProcurement@nassaucountyfl.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 1/30/2023 9:15:53 AM

Toni Abbott
 tabbott@fscj.edu
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 1/30/2023 9:16:00 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	1/26/2023 12:43:39 PM
Envelope Updated	Security Checked	1/27/2023 2:53:00 PM
Certified Delivered	Security Checked	1/30/2023 9:15:30 AM
Signing Complete	Security Checked	1/30/2023 9:15:40 AM
Completed	Security Checked	1/30/2023 9:16:00 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Nassau:

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

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

To advise County of Nassau of your new email address

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

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

To request paper copies from County of Nassau

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

To withdraw your consent with County of Nassau

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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