

CS-22-349

CONTRACT TRACKING NO. CM3496

BOCC CONTRACT APPROVAL FORM

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Solid Waste Contact Person: Becky Diden
 Telephone: (904) 530-6700 Email: bldiden@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Keep Nassau Beautiful
 Address: P.O. Box 18244
 City: Fernandina Beach State: FL Zip Code: 32034
 Vendor's Administrator Name: Lynda H. Bell Title: Executive Director
 Telephone: (904) 261-0165 Email: knb@keepnassaubeautiful.org

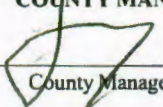
SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Lynda H. Bell
 Authorized Signatory Email: knb@keepnassaubeautiful.org
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: Funding Agreement for FY2023-2024
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Services provided for litter prevention and recycling education program management for FY2023- FY2024
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other Not for Profit
 Total Amount of Contract: \$34,705 (Estimate if necessary)
 Account Number: 01357534-534304
 Source of Funds: County State Federal Other:
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other:
 Risk Manager Initials: AM
9/8/2023

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Only Extension Additional Scope Other:
 Increased Amount to Existing Contract: _____ (if any) Total with Amended Amount: _____
 Account Code Change From: _____ To: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|---|
| 1. <u>Doug Podiak</u> <u>9/7/2023</u>
Department Head/Contract Manager Date | 3. _____
Procurement Date
<i>(Signature required only if procurement related)</i>
<u>Denise C. May</u> <u>9/8/2023</u> |
| 2. <u>Chris Lacambra</u> <u>9/7/2023</u>
Office of Mgmt. & Budget Date | 4. _____
County Attorney Date |
| <u>JP</u> <u>9/7/2023</u> COUNTY MANAGER - FINAL SIGNATURE APPROVAL <u>RFJ</u> <u>9/8/2023</u> | |
| 
County Manager | <u>9/8/2023</u>
Date |

**ANNUAL CONTRACT FOR LITTER PREVENTION AND RECYCLING EDUCATION
PROGRAM MANAGEMENT FOR FISCAL YEAR 2023/2024**

THIS CONTRACT is entered this 8th day of September, 2023, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **KEEP NASSAU BEAUTIFUL, INC.**, P.O. Box 16244, Fernandina Beach, Florida 32035, hereinafter referred to as "KNB". The parties agree as follows:

1. KNB will provide educational and prevention services for the Great American Cleanup, the Adopt-a-Shore, the Adopt-a-Street, Adopt-a-Spot and Adopt-a-Highway programs. Other programs may be added contingent upon funding availability and upon written approval by both parties.
2. KNB will strive to obtain an awareness of the litter problem in Nassau County, Florida, reduce litter and improve the appearance of Nassau County, Florida by empowering citizens through active participation within the community.
3. KNB will strive to increase awareness and prevent litter in Nassau County, Florida through litter prevention education. KNB will strive to reduce litter removal cost and improve the appearance of State Highways in Nassau County, Florida by promoting the Florida Department of Transportation's Adopt-a-Highway Program.
4. KNB will also strive to promote awareness of litter free and clean coastlines for both fresh and salt-water areas of Nassau County, Florida to reduce litter and illegal dumping in Nassau County, Florida.
5. KNB will assist organized community cleanup events by providing planning, scheduling, and logistical guidance. KNB may pay disposal fees or accept in-kind services for disposal for said events.
6. KNB will provide promotion of the County's total recycling program through public education and information and development of educational and informational materials.
7. KNB will keep current on the new and innovative recycling technology and litter prevention tools, and keep the County informed of local opportunities for programs.
8. KNB will submit a written monthly report of activities, pertaining to this Contract, to the Public Works Director.

9. KNB will submit a bill to the County quarterly for the above-mentioned services at a rate of eight thousand six hundred seventy-six dollars and twenty-five cents (\$8,676.25) per quarter, for an annual total amount of thirty-four thousand seven hundred five dollars (\$34,705.00). A summary of the progress of all programs covered under this agreement detailing specific tasks performed by KNB will be submitted to the Public Works Director with the request for payment. Appropriations necessary for the funding of this Contract beyond the FY 2023/2024 shall be subject to the budget and appropriation by the County during the regular budget process.
10. The County, within budgetary constraints, may provide educational and informational materials.
11. Certain required programs are detailed in Appendix A which is incorporated into this Contract.
12. Term: This Contract is for the period beginning October 1, 2023 and ending on September 30, 2024 unless terminated by either party upon provision of thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.
13. Disputes:
 - a. The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to KNB by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. KNB's response shall be provided in the same manner to the County prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to KNB. KNB shall have a representative at the meeting that can render a decision on behalf of KNB.
 - b. If there is no satisfactory resolution as to the interpretation of the Contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by KNB. KNB shall not stop work during the pendency of mediation or dispute resolution.

14. In performing its obligations under this Contract, KNB shall at all times be acting in the capacity of an independent contractor and not as an officer, employee or agent of the County.

15. Failure of KNB to satisfactorily comply with the terms of this Contract may result in cessation of payment, pursuant to the terms of this Contract.

16. Public Records:

16.1 The County is a public agency subject to Chapter 119, Florida Statutes. IF KNB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO KNB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that KNB is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, KNB shall:

a. Keep and maintain public records required by the County to provide goods and/or services.

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

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

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of KNB or keep and maintain public records required by the County to perform the service. If KNB transfers all public records to the County upon completion of the Contract, KNB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If KNB keeps and maintains public records upon completion of the Contract, KNB shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's

custodian of public records, in a format that is compatible with the information technology systems of the County.

16.2 A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify KNB of the request, and KNB shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

16.3 If KNB does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

16.4 If KNB fails to provide the public records to the County within a reasonable time, KNB may be subject to penalties under Section 119.10, Florida Statutes.

16.5 If a civil action is filed against KNB to compel production of public records relating to the Contract, the Court shall assess and award against KNB the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that KNB unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that KNB has not complied with the request, to the County and to KNB.

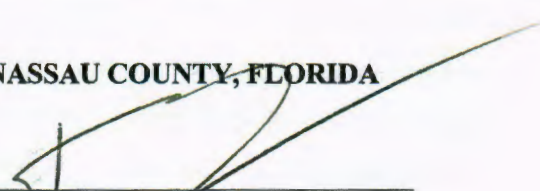
16.6 A notice complies with Section 16.5 (b) hereinabove, if it is sent to the County's custodian of public records and to KNB at KNB's address listed on its Contract with the County or to KNB's registered agent. Such notices shall be sent to the address listed above for each party.

16.7 If KNB complies with a public records request within eight (8) business days after the notice is sent, KNB is not liable for the reasonable costs of enforcement.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the effective date of this Contract shall be the date of its being signed by the Designee of the Board of County Commissioners of Nassau County, Florida, this 8th day of September, 2023.

NASSAU COUNTY, FLORIDA


By: Taco E. Pope, AICP
ITS: Designee

Approved as to form and legality
by the Nassau County Attorney

Denise C. May 9/8/2023
DENISE C. MAY

KEEP NASSAU BEAUTIFUL, INC.

Lynda Bell 9/8/2023
By: Lynda H Bell
Its: EXECUTIVE DIRECTOR

Appendix A

Great American Cleanup-Required

Goal: To increase awareness, reduce litter, and improve the appearance of Nassau County, Florida

Objective: To increase awareness, reduce litter, and improve the appearance of Nassau County, Florida by empowering citizens through active participation within the community.

Keep Nassau Beautiful, Inc. (KNB) will participate in the Great American Cleanup in March through May. KNB will provide all volunteers with trash bags, gloves, and any other supplies needed. KNB will track the number of volunteers, hours spent, locations cleaned, dates, times, and the amount and type of trash picked up. KNB will recognize all volunteers with a Great American Cleanup T-shirt. KNB will recognize volunteers and accomplishments in the local newspapers. KNB will submit all reports to Keep America Beautiful (KAB) as required. KNB will publish KNB's results with local media using a news release format.

Litter Prevention Community Presentations-Required

Goal: To increase awareness and prevent litter in Nassau County, Florida.

Objective: To increase awareness and prevent litter in Nassau County, Florida through litter prevention education.

Keep Nassau Beautiful (KNB) will provide presentations for businesses, organizations, groups, etc. in order to promote litter prevention in Nassau County. KNB will provide resources and materials for litter prevention education. KNB will conduct an annual KAB Litter Index and publish the results in KNB's newsletter and website. KNB will submit a news release to local media.

Adopt-A-Highway Promotion-Required

Goal: To reduce litter removal cost and improve the appearance of State Highways in Nassau County, FL.

Objective: To reduce litter removal cost and improve the appearance of State Highways in Nassau County, Florida by promoting the Florida Department of Transportation's Adopt-A-Highway Program.

Keep Nassau Beautiful, Inc. (KNB) will promote the Florida Department of Transportation's Adopt-A-Highway program by making available informational handouts/pamphlets to the community. These handouts/pamphlets will be available at Nassau County Chambers' of Commerce offices, KNB's events, various county/city offices, public library branches, tag agency, and other various business locations. KNB will assist in managing the Adopt-A-Highway program. KNB will include all Adopt-A-Highway participants in the Great American Cleanup and any other cleanup activities. KNB will include all Adopt-A-Highway participants in any KNB systems mailings.

Adopt-A-Shore-Required

Goal: To increase litter free coastline in Nassau County, Florida

Objective: To increase litter free coastline in Nassau County, Florida by empowering citizens.

Keep Nassau Beautiful's (KNB) Adopt-A-Shore program allows businesses, organizations, and individuals to adopt one mile of coastline. The party agrees to do quarterly cleanups for a period of two years. The party also agrees to complete a quarterly report on the amount of trash pick up, the type of trash picked up, the number of volunteers, hours spent, location, date, and time of cleanup. KNB will provide the volunteers with trash bags, gloves, and any other supplies needed. KNB will work in partnership with local garbage haulers and Nassau County's Road Department to have the litterbags removed. KNB will provide recognition of the party by providing Adopt-A-Shore signs at public entrances to the coastline as approved by the County, stating the adopting party's name and submitting a news release to local media.

Local Adopt-A-Road-Required

Goal: To increase litter free awareness in Nassau County.

Objective: To increase litter free awareness in Nassau County, Florida by empowering citizens.

Keep Nassau Beautiful, Inc.'s (KNB) Adopt-A-Road program allows businesses, organizations, and individuals to adopt a one-mile county roadside. The party agrees to do quarterly cleanups for a period of two years. The party also agrees to complete a quarterly report on the amount of trash picked up, the type of trash picked up, the number of volunteers, hours spent, location, date, and time of cleanup. KNB will provide the volunteers with trash bags, gloves, and any other supplies needed. KNB will work in partnership with local garbage haulers and Nassau County's Road Department to have the litterbags removed. KNB will provide recognition of the party by providing litter control signs in both directions of traffic stating the adopting party's name, submitting a news release to local media.

Local Adopt-A-Spot-Required

Goal: To increase litter free awareness in Nassau County.

Objective: To increase litter free awareness and beautify spaces in Nassau County, Florida by empowering citizens.

KNB's Adopt-A-Spot program allows businesses, organizations, and individuals to adopt a county shared access area, such as parks, ballfields, boat ramp launch areas, and trails. The party agrees adopted spot(s) will be cleaned no less than six times annually for a period of two years to foster a clean and more beautiful environment, to encourage community spirit, and to support growth in Nassau County. The party also agrees to complete a report following each cleanup event on the amount of trash or yard debris picked up/removed, the number of volunteers, hours spent, location, date, and time of the event. KNB will provide the volunteers with trash bags, gloves, and other supplies needed. KNB will work in partnership with local garbage haulers, and Nassau County's Road Department to have litterbags and yard waste removed. KNB will provide recognition of the party by providing an Adopt-A-Spot sign at the site in a location approved by the County stating the adopting partners name and submitting a news release to the local media.

Household Hazardous Waste

Goal: To increase awareness of the proper handling and disposal of hazardous wastes which are potential hazards to citizens and the environment.

Objective: To increase proper disposal of hazardous waste by providing citizens with an opportunity to safely discard of excess household quantities.

Keep Nassau Beautiful, Inc.'s Household Hazardous Waste program works with the Nassau County Solid Waste Department and Florida Department of Environmental Protection through Alachua County's Environmental Protection Department to host a bi-annual event. Coordinating with local businesses and volunteers, a wide variety of household products are collected for safe disposal. This program is designed to assure citizens that their refuse is properly and securely processed for recycling or discarding.

KNB will engage volunteers to assist residents in the removal of items from their vehicles and proper sorting of items for disposal during events. KNB will manage the project task list under direction of the Nassau County Recycling Coordinator.

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Certificate Of Completion

Envelope Id: 73FE906B63624C54ABDD5E94A44D6289
Subject: Funding Agreement - Keep Nassau Beautiful Inc. FY23_24
Source Envelope:
Document Pages: 11 Signatures: 7
Certificate Pages: 6 Initials: 3
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Becky Diden
bdiden@nassaucountyfl.com
IP Address: 50.238.237.26

Record Tracking

Status: Original
9/6/2023 3:31:10 PM
Holder: Becky Diden
bdiden@nassaucountyfl.com

Location: DocuSign

Signer Events

Doug Podiak
dpodiak@nassaucountyfl.com
Facilities Director
Nassau County BOCC
Security Level: Email, Account Authentication
(None)

Signature

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

Timestamp

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Signed: 9/7/2023 10:23:27 AM

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)

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

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Electronic Record and Signature Disclosure:
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chris lacambra
clacambra@nassaucountyfl.com
OMB Director
Nassau County BOCC
Security Level: Email, Account Authentication
(None)

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

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Electronic Record and Signature Disclosure:
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Ashley Metz
ametz@nassaucountyfl.com
Human Resources Director
Nassau County BOCC
Security Level: Email, Account Authentication
(None)

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

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Signed: 9/8/2023 6:23:38 AM

Electronic Record and Signature Disclosure:
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Signer Events

Lynda Bell
 knb@keepnassaubeautiful.org
 Security Level: Email, Account Authentication
 (None)

Signature

Lynda Bell

Signature Adoption: Pre-selected Style
 Using IP Address: 67.190.244.83

Timestamp

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Electronic Record and Signature Disclosure:

Accepted: 9/8/2023 9:55:14 AM
 ID: a589c393-e4a2-496c-9544-c068ed40e196

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

A.F.J.

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

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 Signed: 9/8/2023 1:14:32 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Denise C. May
 dmay@nassaucountyfl.com
 Assistant County Attorney
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Denise C. May

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

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

Signature Adoption: Uploaded Signature Image
 Using IP Address: 50.238.237.26

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 Signed: 9/8/2023 3:06:42 PM

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: 9/8/2023 3:06:46 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events

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

Status

COPIED

Timestamp

Sent: 9/8/2023 3:06:47 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
Certified Delivered Security Checked
Signing Complete Security Checked
Completed Security Checked

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9/8/2023 3:06:47 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.