

CS-23-003

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM3475

GENERAL INFORMATION

Requesting Department: Libraries
Contact Person: Julie Cannavino
Telephone: 904-530-6502 Fax: () _____ Email: jcannavino@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Comcast Cable Communications Management, LLC
Address: 1701 JFK BLVD, Philadelphia, PA 19103
City State Zip
Contractor's Administrator Name: Gregory VanMeter Title: Government Account Manager
Telephone: 239-672-1169 Fax: () _____ Email: gregory_vanmeter@comcast.com

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

Authorized Signatory Name: Shawn Adamson, Vice President, Sales Strategy and Operations-Sales
Authorized Signatory Email: CB_VPSales_Sign@Comcast.com

CONTRACT INFORMATION

Contract Name: Comcast Cable Communications Management, LLC (E-Rate)
Description: Contract is for 5 ethernet networkservices lines at all library branches
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.
Total Amount of Contract: \$31,142.40 Annual+estimated taxes (\$680.04 monthly1-Branch & \$478.79 monthly 4 branches)
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other _____ Account: 01712571,01713571,01714571,01715571,01716571-54

Authorized Signatory: Taco Pope, County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: June 01,2024 Termination/Cancellation: Letter 30 days prior to expiration date

Status: New Renew Amend# 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.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
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.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
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.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	AM
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.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Julie Cannavino 10/6/2023
Department Head/Contract Manager Date
2. Annex Belmont 10/6/2023
Procurement Date
3. Chris Lacambra 10/6/2023 *PL*
Office of Mgmt & Budget Date
4. Denise C. May 10/6/2023 *(F)*
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 10/9/2023
County Manager Date

Service Agreement (E-Rate)

This Service Agreement ("Agreement") is entered into on March 28, 2023 ("Effective Date") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering Service(s) as identified below, with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and Nassau County Public Library System ("Customer"), with offices located at 25 N 4th Street, Fernandina Beach, PA 32034.

This Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries (identified above, "Comcast") will provide communications and other Service(s) to the above Customer. This Agreement consists of this document ("Service Agreement Cover Page"), the Comcast General Terms and Conditions for E-Rate ("General Terms and Conditions"), Sales Order(s), the Product Specific Attachment(s) applicable to the ordered Service(s) ("PSA(s)"), and any written amendments to the Agreement and executed by both parties, if any ("Amendment(s)"), collectively referred to as the "Agreement". In the event of an explicit inconsistency among these documents, precedence will be as follows: (1) Amendment(s), (2) PSA(s), (3) General Terms and Conditions, (4) this Service Agreement Cover Page, and (5) Sales Order(s). The PSA(s) are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Service(s) is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at https://business.comcast.com/privacy-statement_new (or any successor URL). Comcast may update the PSA(s), AUP and Privacy Policy from time to time upon posting to the Website. This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

As set forth in the Sales Order(s) attached hereto, the following Services shall be provided to Customer by Comcast:

Four (4) 50 Mbps Ethernet Network Service ("ENS") Services circuits, as set forth in the attached Sales Order form (this Agreement represents a renewal of one (1) existing 50 Mbps ENS Service circuit and the addition of three (3) new 50 Mbps ENS Services circuits).

One (1) 100 Mbps ENS Service circuit, as set forth in the attached Sales Order form (this Agreement represents a renewal / bandwidth upgrade of an ENS Service from 50 Mbps to 100 Mbps).

Term (Months): Twelve (12)	Agreement Number: FL-GVanM-032823-SP01/FY23
Non-Recurring Charges (NRC): \$0.00	Monthly Recurring Charges (MRC): \$2,070.00
Custom Installation Charge ("CIC"): \$0.00	
Number of Service Location(s): Five (5)	Estimated Service Commencement Date: On or after July 1, 2023
Notes / Comments:	
<ol style="list-style-type: none"> E-Rate funding, if applicable, to be sought solely by Customer. The Service(s) specified herein shall be provided by the applicable state affiliate of Comcast Phone, LLC. The Comcast Phone, LLC SPIN No. is 143003990. 	
Salesperson: Gregory VanMeter	Telephone Number: (239) 672-1169
Sales Director: Sean Hall	Telephone Number: (954) 789-5379
Customer Contact: Julie Cannavino	Telephone Number: (904) 530-6500

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

Nassau County Public Library System

Comcast Cable Communications Management, LLC

Signature:	<i>Taco E. Pope, AICP</i>	Signature:	<i>Shawn Adamson</i>
Printed Name:	Taco E. Pope, AICP	Printed Name:	Shawn Adamson
Title:	County Manager	Title:	Vice President, Sales Strategy & Operations-Sales
Date:	10/9/2023	Date:	10/6/2023

**COMCAST ENTERPRISE SERVICES
GENERAL TERMS AND CONDITIONS FOR E-RATE
("General Terms and Conditions")**

ARTICLE 1: DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

Affiliate: With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

Agreement: Collectively, these General Terms and Conditions, the Service Agreement (E-Rate) Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment, and each binding Sales Order and/or Statement of Work.

Comcast: The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties' communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

Customer: The entity named on the Service Agreement (E-Rate) Cover Page.

Customer-Provided Equipment: All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

Network: The Comcast Equipment, fiber optic, or coaxial cable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s).

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to each of the Services.

Sales Order: An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Each Statement of Work shall be considered a Sales Order.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

Service Commencement Date: With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services.

Service Term: As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

Statement of Work (SOW): The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

Termination Charges: Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

Website: The Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy, and the AUP are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast, at which time it will become binding, subject to an engineering review. Each Sales Order or SOW submitted by Customer may be subject to an engineering

review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return ("IRR") for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Sales Order or SOW upon ten (10) days' notice to Customer, without penalty.

2.2 Access. To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location ("Access"). Within each Service Location and facility containing the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may upon thirty (30) days prior written notice cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

2.4 Equipment.

A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer

shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

B. Customer-Provided Equipment. Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment.

2.5 Network; Intellectual Property; IP Addresses.

A. The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal

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process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

B. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

C. The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment.

ARTICLE 3. BILLING AND PAYMENT

2.1 Charges; Changes to MRC; Taxes.

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g.,

applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

B. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law), modify the monthly recurring service charges applicable to (i) Ethernet and Internet Services at any time after the expiration of the initial Service Term and (ii) any other services at any time. Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.2(B), Comcast may modify equipment charges upon notice to Customer.

C. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

3.2 Payment Terms; Disputes.

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned

Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

3.3 Credit Approval and Deposits. Delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

3.4 E-Rate Funding. Comcast makes no representations, guarantees or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly acknowledges and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast. If Customer chooses option (1), the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. If Customer chooses option (2),

Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. A Customer selecting option (2) is required to pay Comcast the non-discounted portion of all NRC(s), MRC(s), and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. If during the term of this Agreement, Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC(s) and MRC(s), as set forth in the Agreement or applicable Sales Order(s), for the remaining term applicable thereto, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement or Sales Order(s) upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement or Sales Order(s) hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid NRC(s), any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

ARTICLE 4. TERM & TERMINATION

4.1 Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, each Service Term shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), not to exceed twelve (12) months unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the term of the Agreement, such Sales Order shall continue to be governed by the terms and conditions of the Agreement. The term of the Agreement commences on the Effective Date and continues for the time set forth on the Service Agreement (E-Rate) Cover Page.

4.2 **Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) or SOW(s) at any time, upon thirty (30) days prior written notice to Comcast (subject to applicable Termination Charges).

4.3 **Termination for Cause.** If either party breaches any material term of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order or SOW materially affected by the breach. In addition to its other remedies, if the Customer is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s). Subject to applicable law, either party may terminate a Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

4.4 **Effect of Expiration/Termination of a Sales Order or SOW.** Upon the expiration or termination of a Sales Order or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either party of a Sales Order or SOW does not waive any other rights or remedies that it may have under this Agreement.

**ARTICLE 5. LIMITATION OF LIABILITY;
DISCLAIMER OF WARRANTIES**

5.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL

MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF OR RELATED TO: (1) CONTENT OR DATA RECEIVED OR DISTRIBUTED BY CUSTOMER OR ITS USERS THROUGH THE SERVICES; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS, OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; (3) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S

LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

5.2 Disclaimer of Warranties. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

5.3 Exclusive Remedies. Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 6. INDEMNIFICATION

6.1 Comcast's Indemnification Obligations. Subject to Sections 5.1(B), 5.1(C), and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes

of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.

6.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

6.3 Indemnification Procedures. To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other party (the "Indemnifying Party") in writing of any pending or threatened Claim that gives rise to a right of indemnification (an "Action") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY

7.1 Disclosure and Use. All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving

party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

7.2 Publicity. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party. Notwithstanding the foregoing, Comcast may include Customer's name on Comcast's customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer's name from such list or to limit the foregoing use of Customer's name, Customer may contact Comcast as set forth in Article 9.3 of these General Terms and Conditions and Comcast will effect such removal.

7.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

ARTICLE 8. PROHIBITED USES; COMCAST POLICIES

8.1 Prohibited Uses; Comcast Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy ("AUP") available on the Website; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the

contrary contained in Section 4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast will comply with the Comcast Privacy Policy ("Privacy Policy") which is available at the Website. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 Force Majeure. Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

9.2 Assignment or Transfer. Customer shall not assign any right, obligation, or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party.

9.3 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal_Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

9.4 Amendments; Changes to the Agreement.

A. The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify the PSAs, and any related policies (including the AUP and

Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's sole and exclusive remedy for any Revisions. Terms or conditions contained in any Customer purchase order, or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect.

B. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement's execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

9.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable Sales Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

9.6 Entire Understanding; Construction; Survival; Headings; No Waiver. The Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

9.7 Choice of Law; Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Philadelphia, Pennsylvania and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

9.8 No Third-Party Beneficiaries; Independent Contractors. Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SA ID#: FL-GVanM-032823-SP01/FY23

Opportunity ID#: 23784623

Account Name: Nassau County Public Library System

CUSTOMER INFORMATION (for notices)

Primary Contact: Julie Cannavino
 Title: Director
 Address 1: 25 4th St
 Address 2: _____
 City: Fernandina Beach
 State: FL
 Zip: 32034
 Phone: 9045306500
 Cell: _____
 Fax: _____
 Email: jcannavino@nassaucountyfl.com

Billing Account Name: Nassau County Public Library System
 Billing Name: _____
 (3rd Party Accounts) Julie Cannavino
 Billing Contact: Julie Cannavino
 Title: Director
 Phone: 9045306500
 Cell: _____
 Fax: _____
 Email: jcannavino@nassaucountyfl.com

INVOICE ADDRESS
 Address 1: 25 N 4th St
 Address 2: _____
 City: Fernandina Beach
 State: FL
 Zip Code: 32034
 Tax Exempt: Yes
* If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 12

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$1,495.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$1,495.00
Change Monthly Recurring Charges:	\$575.00
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$575.00
Total Monthly Recurring Charges:	\$2,070.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$2,070.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Total Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Agreement (SA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in Installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

**COMCAST
BUSINESS**

COMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name: Nassau County Public Library System

Date: 3/28/2023

SA ID#: FL-GVanM-032823-SP01/FY23

Opp ID#: 23784523

Short Description of Service:

Customer requesting a 12 month renewal of contract number GL-GWiso-040620-KE-01/FY20. Current agreement is for 4 sites. In addition to the renewal they would like to add the Bryceville location at the current MRC of \$375.75, for 12 months. This is an Additional circuit that is being added at an existing site with existing fiber connection in the building.
3/10/23 - New E-Rate -

Service Term: 12 MONTHS

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
001	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Bryceville Branch / 7280 Motes Rd	-	Interstate	1	\$57.28	\$0.00
002	Renew	Add	ENS - Basic Network Bandwidth	50 Mbps	Bryceville Branch / 7280 Motes Rd	-	Interstate	1	\$318.49	\$0.00
003	-	-	-	-	-	-	-	-	\$0.00	\$0.00
004	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Fernandina Beach Branch Library /	-	Interstate	1	(\$57.80)	\$0.00
005	Renew	Remove	ENS - Basic Network Bandwidth	50 Mbps	Fernandina Beach Branch Library /	-	Interstate	1	(\$315.95)	\$0.00
006	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Callahan Branch / 450077 State R	-	Interstate	1	(\$57.80)	\$0.00
007	Renew	Remove	ENS - Basic Network Bandwidth	50 Mbps	Callahan Branch / 450077 State R	-	Interstate	1	(\$315.95)	\$0.00
008	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Hilliard Branch / 15821 County Rd.	-	Interstate	1	(\$57.80)	\$0.00
009	Renew	Remove	ENS - Basic Network Bandwidth	50 Mbps	Hilliard Branch / 15821 County Rd.	-	Interstate	1	(\$315.95)	\$0.00
010	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Yulee Branch / 76346 William Burg	-	Interstate	1	(\$57.80)	\$0.00
011	Renew	Remove	ENS - Basic Network Bandwidth	50 Mbps	Yulee Branch / 76346 William Burg	-	Interstate	1	(\$315.95)	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Fernandina Beach Branch Library /	-	Interstate	1	\$63.29	\$0.00
014	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	Fernandina Beach Branch Library /	-	Interstate	1	\$511.71	\$0.00
015	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Callahan Branch / 450077 State R	-	Interstate	1	\$57.28	\$0.00
016	Renew	Add	ENS - Basic Network Bandwidth	50 Mbps	Callahan Branch / 450077 State R	-	Interstate	1	\$318.49	\$0.00
017	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Hilliard Branch / 15821 County Rd.	-	Interstate	1	\$57.28	\$0.00
018	Renew	Add	ENS - Basic Network Bandwidth	50 Mbps	Yulee Branch / 76346 William Burg	-	Interstate	1	\$318.49	\$0.00
019	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Yulee Branch / 76346 William Burg	-	Interstate	1	\$57.28	\$0.00
020	Renew	Add	ENS - Basic Network Bandwidth	50 Mbps	Yulee Branch / 76346 William Burg	-	Interstate	1	\$318.49	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$575.00

\$0.00

CM3475

ADDENDUM TO SERVICE AGREEMENT (E-RATE)

THIS ADDENDUM TO THE SERVICE AGREEMENT (E-RATE) (hereinafter “Addendum”) is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, on behalf of the Nassau County Public Library System (hereinafter the “Customer”), and Comcast Cable Communications Management, LLC, a Delaware limited liability company with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 (hereinafter the “Comcast” or “Vendor”).

WITNESSETH:

WHEREAS, the Parties have agreed to enter into a Service Agreement (E-Rate) for four (4) 50 Mbps Ethernet Network Service (“ENS”) Services circuits and one (1) 100 Mbps ENS Service circuit (hereinafter “Agreement”); and

WHEREAS, the Parties desire to further amend that Agreement to add certain terms and conditions subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Agreement as follows:

SECTION 1. A new Article 10 is hereby added in its entirety into the Agreement and new Article 10 shall hereafter read as follows:

ARTICLE 10. PUBLIC RECORDS

10.1 The Customer is a public agency subject to Chapter 119, Florida Statutes. **IF COMCAST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMCAST’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that Comcast is providing services to the Customer, and pursuant to Section 119.0701, Florida Statutes, Comcast shall:

- a. Keep and maintain public records required by the Customer to perform the service.
- b. Upon request from the Customer’s custodian of public records, provide the Customer 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.

CM3475

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Comcast does not transfer the records to the Customer.
- d. Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in possession of Comcast or keep and maintain public records required by the Customer to perform the service. If Comcast transfers all public records to the Customer upon completion of the Agreement, Comcast shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Comcast keeps and maintains public records upon completion of the Agreement, Comcast shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

10.2 A request to inspect or copy public records relating to the County's Agreement for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide any records that are not exempt from disclosure to the public agency or allow the records to be inspected or copied within a reasonable time.

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

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

10.5 If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court may assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Vendor 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 the Vendor has not complied with the request, to the County and to the Vendor.

10.6 A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent.

CM3475

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

SECTION 2. A new Article 11 is hereby added in its entirety into the Agreement and new Article 11 shall hereafter read as follows:

ARTICLE 11. PAYMENT AND INVOICING

11.1 The Customer shall pay Comcast for the services referenced in the Agreement. Comcast shall submit a copy of all invoices to the Library Director, 25 N. 4th Street, Fernandina Beach, FL 32034. Each invoice shall include the appropriate agreement number referenced and shall be in sufficient detail as to item, quantity and price in order for the Customer to verify compliance with the terms of the Agreement. The Customer shall pay Comcast in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. Comcast shall honor all purchase orders or work authorizations issued prior the expiration of the term of the Agreement.

SECTION 3. Article 6. Indemnification., Section 6.2. Customer's Indemnification Obligations., is stricken and replaced in its entirety to read as follows:

6.2 Customer's Indemnification Obligations. Subject to the limits of Section 768.28, Florida Statutes, Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users; use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; and (iii) for damage arising out of the gross negligence or willful misconduct of Customer.

SECTION 4. Article 9. Miscellaneous Terms, Section 9.7. Choice of Law; Compliance with Laws., is stricken and replaced in its entirety to read as follows:

9.7 Choice of Law; Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Nassau County, Florida and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

SECTION 5. All other terms and conditions of the Agreement not inconsistent with the provisions of this Addendum shall remain the same and in full force and effect.

CM3475

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by its duly authorized representatives, effective as of the last date below.

THE CUSTOMER:

NASSAU COUNTY, FLORIDA

Signature: Taco E. Pope, AICP

Print Name: Taco E. Pope, AICP

Title: County Manager

Date: 10/9/2023

Attest as to the authenticity of the Chair's signature:

N/A
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May
DENISE C. MAY, County Attorney

COMCAST:

Signature: Shawn Adamson

Print Name: Shawn Adamson

Title: Vice President, Sales Strategy and Operations-Sales

Date: 10/6/2023

DATE
6/14/2023

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC
1701 JFK BLVD

DEPARTMENT
LIBRARIES

REQUESTED BY
J.CANNAVINO, INTERIM DIRECTOR

QUANTITY	DESCRIPTION	FINDING SOURCE	AMOUNT AVAILABLE	STANDARD COLOR/ENCUMBER ONLY	CONTRACT NO.
8726	E-RATE SERVICE AGREEMENT		\$ 31,142.40	Encumber Contract	
	12-MONTH AGREEMENT FOR 1-100MBPS	12.00	\$ 680.04	\$ 8,160.48	01712571-541040
	(ENCUMBER FIRST 1MONTHS FY22/23)			\$ 0.00	
	12-MONTH AGREEMENT FOR 1-100MBPS	12.00	\$ 478.79	\$ 5,745.48	01713571-541040
	(ENCUMBER FIRST 1MONTHS FY22/23)			\$ 0.00	
	12-MONTH AGREEMENT FOR 1-100MBPS	12.00	\$ 478.79	\$ 5,745.48	01714571-541040
	(ENCUMBER FIRST 1MONTHS FY22/23)			\$ 0.00	
	12-MONTH AGREEMENT FOR 1-100MBPS	12.00	\$ 478.79	\$ 5,745.48	01715571-541040
	(ENCUMBER FIRST 1MONTHS FY22/23)			\$ 0.00	
	12-MONTH AGREEMENT FOR 1-100MBPS	12.00	\$ 478.79	\$ 5,745.48	01716571-541040
	(ENCUMBER FIRST 1MONTHS FY22/23)			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
		0.00	\$ 0.00	\$ 0.00	
		0.00	\$ 0.00	\$ 0.00	
		0.00	\$ 0.00	\$ 0.00	
		0.00	\$ 0.00	\$ 0.00	
		0.00	\$ 0.00	\$ 0.00	
		0.00	\$ 0.00	\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE
COPY - DEPARTMENT

Shipping \$ 0.00
Total \$ 31,142.40

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Julie Cannavino

10/6/2023

Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.)

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

Chris Lacambra

10/6/2023

Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.)

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

Janice Roberts

10/6/2023

County Manager (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Taco E. Pope, AICP

10/9/2023

Clerk: SB
Date: 10/9/2023

Certificate Of Completion

Envelope Id: FDD38B7AE24A4565A8F075AF9E78C4F6 Status: Completed
 Subject: Complete in DocuSign:2nd Submission COMCAST CABLE COMM MGMT- CAF CM3475.pdf, COMCAST AGREEMENT 12...
 Source Envelope:
 Document Pages: 19 Signatures: 14 Envelope Originator:
 Certificate Pages: 6 Initials: 4 Claire Shepherd
 AutoNav: Enabled cshepherd@nassaucountyfl.com
 Envelopeld Stamping: Enabled IP Address: 50.238.237.26
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Claire Shepherd Location: DocuSign
 10/6/2023 7:38:44 AM cshepherd@nassaucountyfl.com

Signer Events

	Signature	Timestamp
Julie Cannavino jcannavino@nassaucountyfl.com Nassau County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/6/2023 8:45:00 AM Viewed: 10/6/2023 9:49:02 AM Signed: 10/6/2023 9:49:11 AM


Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tracy Poore tpore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/6/2023 9:49:15 AM Viewed: 10/6/2023 11:13:03 AM Signed: 10/6/2023 11:14:10 AM
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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)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/6/2023 11:14:13 AM Viewed: 10/6/2023 11:29:00 AM Signed: 10/6/2023 11:29:48 AM
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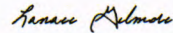
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Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/6/2023 11:29:50 AM Viewed: 10/6/2023 2:16:56 PM Signed: 10/6/2023 2:17:22 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events**Signature****Timestamp**

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



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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Shawn Adamson
CB_VPSales_Sign@comcast.com
Vice President of Sales Ops
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 69.253.40.10
Signed using mobile

Sent: 10/6/2023 4:45:35 PM
Viewed: 10/6/2023 5:53:30 PM
Signed: 10/6/2023 5:53:41 PM

Electronic Record and Signature Disclosure:
Accepted: 10/6/2023 5:53:30 PM
ID: 804bfff61-9129-4af6-8e44-f31fdbbbc156

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



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

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Signed: 10/6/2023 6:21:57 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)

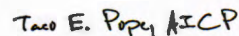


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Using IP Address: 73.148.194.109
Signed using mobile

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Viewed: 10/6/2023 7:13:13 PM
Signed: 10/6/2023 7:13:36 PM

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

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Signed: 10/9/2023 8:52:16 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clerk Finance received
boccap@nassauclerk.com
Nassau County Clerk
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 12.23.69.254

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Signed: 10/9/2023 1:38:43 PM

Electronic Record and Signature Disclosure:
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ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/9/2023 1:38:48 PM
Daniel West DANIEL_WEST@comcast.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/9/2023 1:38:49 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/9/2023 1:38:34 PM
Signing Complete	Security Checked	10/9/2023 1:38:43 PM
Completed	Security Checked	10/9/2023 1:38:49 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.

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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.