

CS-24-260

CM3878

DATE
<b>2/20/2025</b>

### Requisition Form

#### NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1  
Yulee, FL 32097

VENDOR NAME/ADDRESS
NASSAU COUNCIL OF ARTS AND CULTURE, INC. 2032 VILLAGE LANE FERNANDINA BEACH, fl

DEPARTMENT
Strategic Advancement

REQUESTED BY
Brandy Carvalho

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	FUNDING AGREEMENT FOR N	149 .692.573.57.020.0202.0		Standard PO	CM3878
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	Enter additional information or details, as needed.
	Tag grant funds for NASSAU COUNCIL OF ARTS A	1.00	\$ 7,000.00	\$ 7,000.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
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				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE  
COPY - DEPARTMENT

Shipping	\$ 0.00
Total	\$ 7,000.00

**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.*

*Brandy Carvalho*

2/20/2025

**Office of Management and Budget (signature required if greater than \$1,000.00 for services or if greater than \$5,000 for goods)**

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

*Cris Lacabra*

2/21/2025

*JP*

**Procurement Director (signature required if greater than \$5,000.00)**

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

**County Manager (signature required if greater than \$100,000.00)**

*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.*

Clerk: \_\_\_\_\_  
Date: \_\_\_\_\_

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3878

**SECTION 1 - GENERAL INFORMATION**  
 Requesting Department: Strategic Advancement Contact Person: Brandy Carvalho  
 Telephone: 530-6013 Email: bcarvalho@nassaucountyfl.com

**SECTION 2 - VENDOR INFORMATION**  
 Name: NASSAU COUNCIL OF ARTS AND CULTURE, INC.  
 Address: 2032 VILLAGE LANE  
 City: FERNANDINA BEACH State: FL Zip Code: 32034  
 Vendor's Administrator Name: RICHARD A RESTIANO, SR. Title: President  
 Telephone: (815) 579-1677 Email: Richard.Represident@ncacfl.org

**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**  
 Authorized Signatory Name: RICHARD A RESTIANO, SR. Title: President  
 Authorized Signatory Email: Richard.Represident@ncacfl.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 NASSAU COUNCIL OF ARTS AND CULTURE, INC.  
 Short Description of Product(s)/Service(s) Being Requested: Tag grant funds for NASSAU COUNCIL OF ARTS AND CULTURE, INC.

**(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)**  
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source  
Other: n/a  
 Amount of Initial Contract Term: \$7,000  
 Amount of Renewal Options (if applicable): Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_  
 Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_  
 Total Amount of Contract (Initial Term + Renewal Options): 7,000 (Estimate if necessary)  
 Account Number: 149.692.573.57.020.0202.02021.582015  
 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:** \_\_\_\_\_

**SECTION 6 - AMENDMENT INFORMATION**  
 Contract Tracking No: \_\_\_\_\_ Amendment No: \_\_\_\_\_  
 Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope  
Supplemental Agreement Other: \_\_\_\_\_  
 Contract Amount with Previous Amendments: \_\_\_\_\_ Amount of this Amendment: \_\_\_\_\_  
 New Contract Amount including this Amendment: \_\_\_\_\_  
 Account Code Change From: \_\_\_\_\_ To: \_\_\_\_\_  
 County Authorized Signatory: BOCC Chairman County Manager  
**(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)**

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- |  |  |
|--|--|
| <p>1. <u>Brandy Carvalho</u> <u>2/20/2025</u><br/>         Department Head/Contract Manager Date</p> | <p>3. _____<br/>         Procurement Date</p>                                    |
| <p>2. <u>Chris Lacambra</u> <u>2/21/2025</u><br/>         Office of Mgmt. &amp; Budget Date</p>      | <p>4. <u>Denise C. May</u> <u>3/7/2025</u><br/>         County Attorney Date</p> |

AP

DS

**COUNTY MANAGER - FINAL SIGNATURE APPROVAL**

\_\_\_\_\_  
County Manager Date

**NONPROFIT GRANT FUNDING AGREEMENT FOR NASSAU COUNCIL OF ARTS  
AND CULTURE, INC.  
FISCAL YEAR 2024/2025**

**THIS NONPROFIT GRANT FUNDING AGREEMENT** (hereinafter “Agreement”) is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “**COUNTY**”, and **NASSAU COUNCIL OF ARTS AND CULTURE, INC.**, located at **2032 VILLAGE LANE FERNANDINA BEACH, FL 32034**, hereinafter referred to as “**COUNCIL**”.

**WHEREAS, COUNCIL** supplies appreciation, awareness, and cultural opportunities of all the arts in the community by promoting and enhancing the arts to Nassau County; and

**WHEREAS, COUNCIL** partners with other arts and culture organizations within Nassau County and **COUNTY** desires to support **COUNCIL’S** efforts; and

**WHEREAS,** as a result of the above, **COUNTY** is desirous of entering into a Funding Agreement with **COUNCIL**, pursuant to the Nassau County Board of County Commissioner’s Nonprofit Grant Funding Policy, as amended, in order to fund said services as set forth more particularly below.

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

**SECTION 1. RECITALS.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. SERVICES TO BE PROVIDED BY COUNCIL.**

**2.1 COUNCIL** agrees to provide the following services pursuant to the terms of this Agreement to wit: provide support to local arts organizations to improve the appreciation, awareness and cultural opportunities of all the arts in the community by promoting and enhancing the arts (hereinafter “Services”).

**SECTION 3. FUNDING AMOUNT.**

**3.1** For the Services outlined in Section 2. of this Agreement, **COUNTY** shall pay **COUNCIL** the sum of Seven Thousand Dollars and 00/100 (\$7,000.00) (hereinafter “Funding Amount”).

**3.2 COUNCIL** shall use and allocate the Funding Amount solely for the Services as outlined in Section 2. of this Agreement.

**3.3 COUNTY’s** performance and obligation under this Agreement is contingent upon an annual appropriation by the Nassau County Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 4. TERM OF AGREEMENT.**

**4.1** The term of this Agreement shall commence on March 1, 2025 and terminate on February 28, 2026, unless terminated pursuant to Section 5 hereinbelow.

**SECTION 5. TERMINATION.**

**5.1** If **COUNCIL** fails to perform any of its obligations under this Agreement, and if such default remains uncured for more than fifteen (15) days after written notice was provided by **COUNTY**, then **COUNTY** may, without prejudice to any right or remedy **COUNTY** may have, terminate this Agreement and cessation of payment.

**5.2** Either party may terminate this Agreement upon thirty (30) days written notice to the

other party, subject to completion of all previous and outstanding billings.

**SECTION 6. ANNUAL ACCOUNTING BY RECIPIENT.**

**6.1 COUNCIL** shall submit simultaneously to the County Manager and the Nassau County Clerk of Courts (hereinafter “Clerk”) an annual accounting record acceptable to the Clerk on or before September 30 of each fiscal year in which **COUNCIL** received funding from **COUNTY**.

**6.2 COUNCIL** shall make its books available for inspection by a designee of **COUNTY** upon reasonable notice. Failure of **COUNCIL** to provide the annual accounting record by the time specified shall result in the revocation of granting of further funds and reimbursement of funds distributed during the year for which no report was submitted.

**SECTION 7. INDEPENDENT CONTRACTOR.**

**7.1** In performing its obligation under this Agreement, **COUNCIL** shall be at all times acting in the capacity of an independent contractor and not as an officer, employee or agent of **COUNTY**.

**SECTION 8. FLORIDA PUBLIC RECORDS LAW.**

**8.1** **COUNTY** is a public agency subject to Chapter 119, Florida Statutes.

**8.2 IF COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090,**

DCM

TPA

**[RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE,  
SUITE 6, YULEE, FLORIDA 32097.**

**8.3** Under this Agreement, to the extent that **COUNCIL** is providing Services to **COUNTY**, and pursuant to Section 119.0701, Florida Statutes, **COUNCIL** shall:

- a. Keep and maintain public records required by **COUNTY** to provide Services.
- b. Upon request from **COUNTY**'s custodian of public records, provide **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 Agreement term and following completion of the Agreement if **COUNCIL** does not transfer the records to **COUNTY**.
- d. Upon completion of the Agreement, transfer, at no cost, to **COUNTY** all public records in possession of **COUNCIL** or keep and maintain public records required by **COUNTY** to perform the service. If **COUNCIL** transfers all public records to **COUNTY** upon completion of the Agreement, **COUNCIL** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **COUNCIL** keeps and maintains public records upon completion of the Agreement, **COUNCIL** shall meet all applicable requirements for retaining public records. All records stored electronically shall be

provided to **COUNTY**, upon request from **COUNTY**'s custodian of public records, in a format that is compatible with the information technology systems of **COUNTY**.

**8.4** A request to inspect or copy public records relating to **COUNTY**'s Agreement shall be made directly to **COUNTY**. If **COUNTY** does not possess the requested records, **COUNTY** shall immediately notify **COUNCIL** of the request, and **COUNCIL** shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**8.5** If **COUNCIL** does not comply with **COUNTY**'s request for records, **COUNTY** shall enforce the Agreement provisions in accordance with the Agreement.

**8.6** If **COUNCIL** fails to provide the public records to **COUNTY** within a reasonable time, **COUNCIL** may be subject to penalties under Section 119.10, Florida Statutes.

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

(a) The Court determines that **COUNCIL** 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 **COUNCIL** has not complied with the request, to **COUNTY** and to **COUNCIL**.

**8.8** A notice complies with this Section, if it is sent to **COUNTY**'s custodian of public records and to **COUNCIL** at **COUNCIL** address listed on its Agreement with **COUNTY**

or to **COUNCIL** registered agent. Such notices shall be sent to the address listed above for each party.

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

**SECTION 9. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.**

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

**SECTION 10. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS AND COUNTY NONPROFIT GRANT FUNDING POLICY.**

**10.1** This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**10.2** **COUNCIL** shall comply with any applicable regulatory requirements including federal, state, and local laws, rules, regulations codes, orders, criteria and standards and the Nassau County Board of County Commissioner's Nonprofit Grant Funding Policy, as amended.

**SECTION 11. INDEMNIFICATION.**



**11.1 COUNCIL** shall indemnify and hold harmless **COUNTY** and its officers and employees from any and all damages, losses, liabilities, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of **COUNCIL** and other persons employed or utilized by **COUNCIL** in the performance of the Agreement.

**SECTION 12. NOTICES.**

**12.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

**NASSAU COUNTY:**

Attn: Brandy Carvalho  
96135 Nassau Place  
Yulee, Florida 32097

**COUNCIL:**

Attn: Richard A. Restiano, Sr.  
203 Village Lane  
Fernandina Beach, Florida 32034

**SECTION 13. ADVERTISING.**

**13.1 COUNCIL** shall not publicly disseminate any information concerning this Agreement

without prior written approval from **COUNTY**, including but not limited to, mentioning the Agreement in a press release or other promotional material, identifying **COUNTY** as a reference, or otherwise linking **COUNCIL**'s name and either description of this Agreement or the name of **COUNTY** in any material published, either in print or electronically, to any entity that is not a party this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 14. AMENDMENTS.**

14.1 This Agreement may be amended only in writing by mutual consent of the parties.

**SECTION 15. NO ASSIGNMENT.**

15.1 **COUNCIL** shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of **COUNTY**.

**SECTION 16. HUMAN TRAFFICKING AFFIDAVIT.**

16.1 In accordance with Section 787.06, Florida Statutes, **COUNCIL** shall provide **COUNTY** an affidavit, on a form approved by **COUNTY**, signed by an officer or a representative of **COUNCIL** under penalty of perjury attesting that **COUNCIL** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**SECTION 17. ENTIRE AGREEMENT, EXECUTION, SEVERABILITY AND NO WAIVER.**

17.1 This Agreement, together with any attachments, constitutes the entire agreement between **COUNTY** and **COUNCIL** and supersedes all prior written or oral understandings.

17.2 This Agreement may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken

together, shall be deemed to constitute one and the same instrument.

**17.3** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

**17.4** No release or waiver of any provision of this Agreement shall be enforceable against or binding upon a party unless in writing and executed by the releasing or waiving party. The failure of any party to insist upon specific performance of any of the agreements, terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that either party may have, or a waiver of any subsequent courses of actions or claims based upon breach or default of any of such agreements, terms, covenants, and conditions.

**[The remainder of this page intentionally left blank.]**

**IN WITNESS WHEREOF**, the effective date of this Agreement shall be the date of its being

signed by the TACO E. POPE, AICP, ICMA-CM, this ~~XXXXXXXXXXXX~~ day of ~~XXXXXXXXXX~~, 2025.  
March

RR

**NASSAU COUNTY, FLORIDA**



TACO E. POPE, AICP, ICMA-CM  
Its: Designee  
Date: 3/9/2025

Approved as to form and legality  
By the Nassau County Attorney

*Denise C. May*

DENISE C. MAY

**NASSAU COUNCIL OF ARTS AND CULTURE, INC.**

By: Richard Restiano  
Print Name: RICHARD A RESTIANO, SR.  
Its: President  
Date: 2/26/2025

## Certificate Of Completion

Envelope Id: 8D3E0E0B-CBBA-47DB-ACDB-3AC54759D6C2

Status: Completed

Subject: Nassau Council of Arts - \$7,000 - Tag funds

Source Envelope:

Document Pages: 12

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 20

Brandy Carvalho

AutoNav: Enabled

bcarvalho@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

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

## Record Tracking

Status: Original  
2/20/2025 11:36:11 AM

Holder: Brandy Carvalho  
bcarvalho@nassaucountyfl.com

Location: DocuSign

## Signer Events

### Signature

### Timestamp

Brandy Carvalho  
bcarvalho@nassaucountyfl.com  
Director of Strategic Advancement  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)

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

Sent: 2/20/2025 12:20:36 PM  
Viewed: 2/20/2025 12:20:46 PM  
Signed: 2/20/2025 12:21:08 PM

**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)

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

Sent: 2/20/2025 12:21:09 PM  
Viewed: 2/21/2025 9:55:55 AM  
Signed: 2/21/2025 10:37:07 AM

**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: 2/21/2025 10:37:09 AM  
Viewed: 2/21/2025 10:55:02 AM  
Signed: 2/21/2025 10:56:13 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Richard Restiano  
president@ncacfl.org  
Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 73.105.4.36

Sent: 2/21/2025 10:56:16 AM  
Viewed: 2/21/2025 11:29:11 AM  
Signed: 2/26/2025 6:21:10 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 2/21/2025 11:29:11 AM  
ID: be491d5e-f798-4624-8316-ca55c60529c7

Signer Events	Signature	Timestamp
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Richard Restiano  
president@ncacfl.org  
Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 73.105.4.36

Sent: 2/28/2025 12:57:30 PM  
Viewed: 2/28/2025 1:20:17 PM  
Signed: 2/28/2025 1:30:48 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 2/28/2025 1:20:17 PM  
ID: 459b13d0-169e-4e96-8209-8c7a09763860

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

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

Sent: 2/26/2025 6:21:13 PM  
Resent: 2/28/2025 12:50:18 PM  
Resent: 2/28/2025 1:30:51 PM  
Viewed: 3/4/2025 8:32:52 AM  
Signed: 3/7/2025 4:56:30 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

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

Sent: 3/7/2025 4:56:32 PM  
Viewed: 3/7/2025 5:14:20 PM  
Signed: 3/7/2025 5:15:04 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

Signature Adoption: Drawn on Device  
Using IP Address: 50.238.237.26

Sent: 3/7/2025 5:15:07 PM  
Viewed: 3/9/2025 10:46:44 AM  
Signed: 3/9/2025 10:47:16 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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BOCC Procurement  
boccprocurement@nassaucountyfl.com  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 3/9/2025 10:47:20 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

Clerk Services  
 BOCCClerkServices@nassauclerk.com  
 Security Level: Email, Account Authentication  
 (None)

COPIED

Sent: 3/9/2025 10:47:21 AM  
 Viewed: 3/10/2025 8:37:41 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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

Envelope Sent	Hashed/Encrypted	2/20/2025 12:20:36 PM
Envelope Updated	Security Checked	2/28/2025 12:49:42 PM
Envelope Updated	Security Checked	2/28/2025 12:57:29 PM
Envelope Updated	Security Checked	2/28/2025 12:57:29 PM
Envelope Updated	Security Checked	2/28/2025 12:57:29 PM
Envelope Updated	Security Checked	3/4/2025 8:43:06 AM
Envelope Updated	Security Checked	3/4/2025 8:43:06 AM
Envelope Updated	Security Checked	3/5/2025 8:59:23 AM
Envelope Updated	Security Checked	3/5/2025 8:59:23 AM
Envelope Updated	Security Checked	3/5/2025 9:33:19 AM
Certified Delivered	Security Checked	3/9/2025 10:46:44 AM
Signing Complete	Security Checked	3/9/2025 10:47:16 AM
Completed	Security Checked	3/9/2025 10:47:21 AM

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

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

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

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

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

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