

BOCC CONTRACT
APPROVAL FORM

CONTRACT
TRACKING NO.
CM3742 A-1

SECTION 1 - GENERAL INFORMATION

Requesting Department: Tech Services
Telephone: (904) 775-8408
Contact Person: Tonya Wood
Email: twood@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Cologix, US, Inc
Address: 1601 19th Street, Suite 650
City: Denver
State: CO
Zip Code: 80202
Vendor's Administrator Name: Evan Olsen
Title: Account Director
Telephone: (813) 777-4361
Email: evan.olsen@cologix.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: George Mansor
Title: General Sales Manger
Authorized Signatory Email: bud.mansor@cologix.com
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Cologix Colocation
Short Description of Product(s)/Service(s) Being Requested: Disaster recovery and business continuity location
(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
Procured Method: ☒ Quotes ☐ ITB ☐ RFP ☐ RFQ ☐ Piggyback ☐ Exemption ☐ Sole Source ☐ Single Source
☐ Other:
Amount of Initial Contract Term: 27,520.00
Amount of Renewal Options (if applicable):
Year 1: Year 2:
Year 3: Year 4:
Total Amount of Contract (Initial Term + Renewal Options): (Estimate if necessary)
Account Number: 01132516-541000
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: 5/1/2025

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: CM3742
Amendment No: 1
Type of Amendment: ☐ Renewal ☐ Time Extension with Increase ☐ Time Only Extension ☐ Additional Scope
☐ Supplemental Agreement ☒ Other: Additional fiber connection
Contract Amount with Previous Amendments: \$ 27,520.00
Amount of this Amendment: \$ 2,250.00
New Contract Amount including this Amendment: \$ 29,770.00
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

1. Derrick D. Lindsay
Department Head/Contract Manager
Date 4/30/2025

2. [Signature]
Office of Mgmt. & Budget
Date 4.29.25

3. [Signature]
Procurement
(Signature required only if procurement related)
Date 5/2/2025

4. Denise C. May
County Attorney
Date 5/8/2025

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Popey AICP
County Manager
Date 5/8/2025

PO MODIFICATION FORM

SECTION 1 - GENERAL INFORMATION

Date Submitted: 04/19/2025 Requesting Department: Tech Services Contact Person: Tonya Wood
Contact Phone Number: (904) 775-8408 Email: twood@nassaucountyfl.com

SECTION 2 – ORIGINAL PURCHASE ORDER INFORMATION

PO Number: 24000645 Contract No. (if applicable) CM3742-A1
Vendor Name: Cologix

SECTION 3 – MODIFICATION INFORMATION

Type of Modification: ☒ Amount Increase ☐ Amount Decrease ☐ Change to Account Code ☐ Cancel PO
☐ Re-Open for Amount \$ ☐ Other:

Original PO Sum: \$ 27,520.00
Total Sum of Previous Modifications: \$ 0.00
PO Sum Prior to this Modification: \$ 27,520.00
Amount of this Modification: \$ 2,250.00
New PO Sum Including this Modification: \$ 29,770.00

Account Code Change From: To:

SECTION 4 – REASON FOR MODIFICATION

Additional circuit added to colocation and will increase the monthly invoices.

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Derrick D. Lindsay 4/30/2025
Department Head/Managing Agent Date

2. Chris Lacambra 5/1/2025
Office of Mgmt. & Budget Date
(Signature required if greater than \$1,000.00)

4/30/2025

3. Procurement Date
(Signature required if greater than \$5,000.00)

4. County Manager Date
(Signature required if greater than \$100,000.00)

Clerk: LPB
Date: 5/8/2025

FIRST AMENDMENT TO MASTER SUBSCRIPTION AGREEMENT
WITH COLOGIX US, INC.

THIS FIRST AMENDMENT TO THE MASTER SUBSCRIPTION AGREEMENT WITH COLOGIX US, INC. (hereinafter “Amendment”) is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the “County”), and Cologix US, Inc., in its own capacity or in its capacity as manager and attorney-in-fact of Cologix Data Centers US Issuer, LLC, having its primary business location at 1601 19th Street Suite 650, Denver CO 80202 (hereinafter the “Vendor”).

WITNESSETH:

WHEREAS, the Parties previously entered into that certain Master Subscription Agreement for colocation services dated September 3, 2024, including an Addendum identifying certain County-specific provisions (hereinafter collectively, the “Contract”); and

WHEREAS, the Parties now desire to amend the Contract terms and conditions to add a second connection that was not included originally in the Contract, subject to the provisions 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 Contract as follows:

SECTION 1. Exhibit A to the Contract, which consists of Service Order # Q-01223, is hereby amended to add new Service Order # Q-10499, attached hereto as Exhibit A-1, which constitutes the second connection contemplated herein. Such new Service Order shall constitute a Service Order under Section 2 of the Contract.

SECTION 2. Section 2.1 of the Addendum is hereby amended to increase the compensation amount for the goods and/or services under the Contract to include those services described in in Exhibit A-1. The compensation amount for the initial term of the Contract is hereby increased by two thousand two hundred fifty and 00/100 dollars (\$2,250.00), for an increased not-to-exceed amount of twenty-nine thousand, seven hundred seventy and 00/100 dollars (\$29,770.00).

SECTION 3. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

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CM3742-A1

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

THE COUNTY:

**BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY**

Signature: Taco E. Popey AICP

Print Name: Taco E. Pope

Title: County Manager

Date: 5/8/2025

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May
DENISE C. MAY, County Attorney

VENDOR:

**COLOGIX US, INC., in its own capacity or in its
capacity as manager and attorney-in-fact of
Cologix Data Centers US Issuer, LLC**

Signature: George Mansor

By: George Mansor

Title: GM Sales

Date: 5/5/2025



1601 19th Street, Suite 650
Denver, Colorado 80202

Service Order

Nassau County Board of County
Commissioners
Attn: Norman Kennedy
96135 Nassau Pl
Yulee, FL 32097
United States

Service Order

Service Order #: Q-10499

Date: 3/12/2025

Sales Rep: Evan Olsen

All Quotes are valid for 30 calendar days unless otherwise noted

Service Details / Jacksonville : JAX2

RECURRING CHARGES

Description	Service Term (In Months)	Qty	Rate	Amount
Cross Connect - Fiber	1	1.00	USD 350.00	USD 350.00
				USD 350.00

NON RECURRING CHARGES

Description	Qty	Rate	Amount
Interconnection Installation	1.00	USD 500.00	USD 500.00
			USD 500.00

Notes

Terms and Conditions

This Service Order shall be binding as of the latter-dated signature below. The term of this Service Order, as set forth above in the "Service Details" section (the "Term"), shall commence on the date Customer's ordered Services are available for use by Customer (the "Service Commencement Date ").

This Service Order is made subject to the terms and conditions of the master services agreement and related services schedule between Customer and Cologix, or, if no direct master services agreement and related services schedule exists directly between Cologix and Customer, then this Service Order is made subject to the terms and conditions of the master services agreement and related services schedule between any Customer Affiliate and Cologix or any Cologix Affiliate (as amended, the "Agreement"). By signing this Service Order, each of Cologix and Customer agree that they will be deemed direct counterparties under the Agreement with respect to this Service Order such that each party can enforce its rights under the Agreement in connection with this Service Order. Further, each party to this Service Order acknowledges and agrees that the terms and conditions of the Agreement are incorporated as if expressly set forth herein, and this Service Order, with such terms and conditions of the Agreement incorporated, constitutes a standalone contractual arrangement between Cologix and

Customer hereunder for all purposes, including as required to enforce each party's rights and obligations in connection with this Service Order. At Cologix's option, Cologix and Customer will execute a separate master services agreement with the same terms and conditions as the Agreement. If at any time no master services agreement or services schedule is currently in place between Cologix and Customer or between Customer Affiliate and Cologix or any Cologix Affiliate, then Customer and Cologix expressly agree that this Service Order shall be subject to the terms and conditions of the applicable (based on the geographic location of the services being provided under this Service Order) master services agreement and services schedule, each of which in the form available at www.cologix.com/cologix-contracts/ as of the date hereof and which collectively shall be deemed the "Agreement" for all purposes under this paragraph in connection with this Service Order.

Notwithstanding anything to the contrary in the agreement between the parties, during the Term, all service fees identified above shall increase on each 12-month anniversary of the Service Commencement Date in an amount equal to the greater of three percent (3%) or CPI. Such increase shall be automatically invoiced to Customer upon each 12-month anniversary of the Service Commencement Date.

Each of Customer and Cologix hereby consents to the execution of this Service Order by electronic means, including, without limitation, via Adobe e-signature products, and agrees that any such signature shall be deemed an original for all purposes hereunder.

Cologix US, Inc. as manager and attorney-in-fact of the Affiliate that owns the data center identified above in this Service Order

Agreed to by Customer's Authorized signatory:

Signature: George Manson
Print Name: _____
Title: _____
Date: 5/5/2025

Signature: Taco E. Pope AICP
Print Name: _____
Title: _____
Date: 5/8/2025