

BOCC CONTRACT
APPROVAL FORM

CONTRACT
TRACKING NO.
CM 3973

SECTION 1 - GENERAL INFORMATION

Requesting Department: Procurement/County Manager Contact Person: Lanaee Gilmore/Marshall Eyerman
Telephone: (904) 530-6043 Email: lgilmore@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Cardinal Vending and Markets, LLC dba Florida Fresh Vending and Markets
Address: 10117 Princess Palm Ave. Suite 340
City: Tampa State: Florida Zip Code: 33610
Vendor's Administrator Name: Tracy Pratt Title: Business Development Manager
Telephone: (813) 818-2828 Email: tpatt@floridafreshvending.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Mark Pitts Title: Vice President and General Manager
Authorized Signatory Email: mpitts@floridafreshvending.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: Vending Services
Short Description of Product(s)/Service(s) Being Requested: Vending Services
(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
Procured Method: ☐Quotes ☐ITB ☐RFP ☐RFQ ☐Piggyback ☐Exemption ☐Sole Source ☐Single Source
☒Other: No quotes required - zero funding
Amount of Initial Contract Term: 0
Amount of Renewal Options (if applicable): Year 1: Year 2: Year 3: Year 4:
Total Amount of Contract (Initial Term + Renewal Options): 0 (Estimate if necessary)
Account Number: N/A
Source of Funds: ☐County ☐State ☐Federal ☒Other: No funding required
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: MM

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

1. Marshall Eyerman

8/29/2025

Department Head/Contract Manager

Date
2. Chris Lacambra

8/29/2025

Office of Mgmt. & Budget

Date
3. Lanaee Gilmore

8/29/2025

Procurement

Date
4. Denise C. May, Esq., BCS

9/2/2025

County Attorney

Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL


County Manager
9/3/2025
Date



VENDING SERVICES AGREEMENT

This agreement is made the _____, by and between Cardinal Vending and Markets, LLC dba Florida Fresh Vending and Markets (“Vendor”) located at 10117 Princess Palm Ave., Suite 340, Tampa, FL 33610, and Nassau County Board of County Commissioners (“Customer”) located at 96135 Nassau Place, Suite 2, Yulee, FL 32097. In Consideration of the mutual promise herein contained and intending to legally bind hereby, the parties agree as follows:

1. **Exclusive Right for Services.** Vendor shall have the exclusive right to sell snacks, beverages, and other food products through vending machines (“Services”) agreed upon locations on the Customer’s premises. Customer agrees not to permit the sale of such merchandise at the agreed upon locations. Customer warrants that they do not have an agreement with any other person or company which is in conflict with this agreement.
2. **Equipment.** Vendor shall furnish on the premises of the Customer at the address listed above various vending machines that provide these items for sale. Customer and Vendor shall mutually agree on the number and type of machines to be installed at the Customer’s site. Vendor agrees, the expense, to install agreed upon equipment and furnish all supplies and labor for the maintenance thereof, all at the sole cost of Vendor; however, temporary, or occasional inability or failure to comply with this provision shall not constitute a breach hereof by Vendor. Customer shall furnish and provide all utilities in connection with equipment being installed. Customer agrees to notify Vendor promptly of any failure of the equipment to function properly as well as take all reasonable precautions to protect Vendor equipment from damage. Customer acknowledges that all vending machines, coffee, pantry and micro market equipment and products contained therein installed on the Customer’s premises in connection with this Agreement, are and shall remain the sole property of the Vendor, and Customer will not take any action to interfere with Vendor’s title thereto, nor allow any lien to be placed therein. Upon termination of this Agreement for whatever reason, Vendor shall have the right with notice to the Customer to remove any and all vending and micro market equipment belonging to the Vendor which has been installed on the premises of the Customer.
3. **Service.** If Customer deems that Vendor service is unsatisfactory, it will be responsibility of the Customer to notify Vendor in writing and to request that a meeting be held within seven (7) days to discuss Vendor performance. At this meeting, a written agreement will set forth what areas of performance are unsatisfactory and what corrective measures must be taken within thirty (30) days to re-establish a performance level consistent with industry standards. Corrective measures outlined will be mutually agreed upon and objectively stated, so performance improvements can be described using specific, measurable terms. If, at the

end of this 30-day period, Vendor has not taken corrective measures and is not performing at agreed upon standards, service by Vendor can be terminated by Customer upon thirty (30) days written notice.

4. **Term.** This agreement shall remain in full force for an initial term of one (1) year commencing from the date the Vendor equipment are installed and shall automatically renew itself thereafter for successive one (1) year terms unless written notice of termination is given by either party to the other at least sixty (60) days prior to the termination of the initial term or any renewal term. In the event that the number of Customer's employees or patrons using the Vendors equipment at the Customer premises diminishes, such that sales of products from the Vendor equipment are reduced substantially from the sales existing as the date of the agreement, Vendor may terminate this agreement upon sixty (60) days written notice.
5. **Notice.** Any notice required pursuant to this Agreement shall be sent via certified mail and addressed as follows.

Customer: **Nassau County Board of County Commissioners**
96135 Nassau Place
Yulee, FL 32097
Attn: Lanaee Gilmore, Procurement Director

Vendor: Cardinal Vending and Markets, LLC dba
Florida Fresh Vending and Markets
10117 Princess Palm Ave. Suite 340
Tampa, Fl 33610
Attention: Mark Pitts, General Manager

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties and is a complete and exclusive statement of the terms herein and may not be modified except by writing signed by both parties. The waiver by either party of any provision of this Agreement shall not be deemed to constitute a waiver of any other provision, nor shall the invalidity of any portion of this Agreement impair the validity of any other provision.
7. **Binding Effect.** This Agreement shall insure to the benefit of and shall be binding on each party's successors and assigns.
8. **Governing Law.** The validity of this Agreement and any of its terms or provisions as well and duties of the parties hereunder shall be interpreted and construed pursuant to an in accordance with the laws of the State of Florida where this Agreement was signed.
9. **Amendments.** No amendment to this Agreement is effective unless it is in writing and signed by each party.

This Agreement has been executed by the parties hereto the day and year first above written.

Nassau County, FL

Board of County Commissioners

By:  _____

Print Name: _____
Taco Pope, AICP

Title: _____
County Manager

Date: _____
9/3/2025

Cardinal Vending and Markets, LLC

dba Florida Fresh Vending and Markets

By: Mark Pitts _____

Print Name: _____
Mark Pitts

Title: _____
Vice President and General Manager

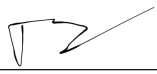
Date: _____
8/29/2025

EQUIPMENT PLACEMENT AGREEMENT

Name of Customer's Business Nassau County Board of County Commissioners																
Customer's Full Legal Name (from W-9): Nassau County Board of County Commissioners																
Store number(s):																
Outlet number(s) (if known):																
Address of Customer (Associated with Customer Legal Name from W-9): W9 address: 76347 Veteran Way Suite 4000, Yulee, FL 32097 Address of Equipment 96135 Nassau Place, Yulee FL, 32097 and 96161 Nassau PL Yulee, FL 32097																
City: Yulee	State: FL	Zip: 32097														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Equipment description (type, asset number, serial number)</th> <th style="width: 50%;">Lease fee</th> </tr> </thead> <tbody> <tr> <td>Nassau County Administrative Offices Building</td> <td></td> </tr> <tr> <td>(1) GFV 3800</td> <td>\$0</td> </tr> <tr> <td>(1) 4 wide Snack</td> <td>\$0</td> </tr> <tr> <td>Nassau County Public Services Building</td> <td></td> </tr> <tr> <td>(1) GFV 3800</td> <td>\$0</td> </tr> <tr> <td>(1) 4 wide snack</td> <td>\$0</td> </tr> </tbody> </table>			Equipment description (type, asset number, serial number)	Lease fee	Nassau County Administrative Offices Building		(1) GFV 3800	\$0	(1) 4 wide Snack	\$0	Nassau County Public Services Building		(1) GFV 3800	\$0	(1) 4 wide snack	\$0
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(1) 4 wide snack	\$0															
<i>Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.</i> TPA Customer initials: _____																

Cardinal Vending and Markets, LLC d/b/a Florida Fresh Vending & Markets ("Company") will provide the Equipment at the Site(s) (each as defined in the attached Terms and Conditions), subject to this Equipment Placement Agreement, including the attached Terms and Conditions attached hereto and incorporated herein. Customer has read and agrees to the attached Terms and Conditions. This Agreement will not constitute a contract until accepted in writing by an authorized representative of Company. By signing this Agreement in the space provided, I acknowledge that I have the authority to sign and have read and understood and agree to be bound by the terms and conditions of this Agreement.

Nassau County Board of County Commissioners



(Signature)

Print Name Taco Pope, AICP Title _____
County Manager

Date 9/3/2025

Cardinal Vending and Markets, LLC d/b/a Florida Fresh Vending & Markets



(Signature)

Print Name Mark Pitts
Title Vice President and General Manager

Date 8/29/2025

Terms and Conditions

In consideration of the mutual promises set forth below, Cardinal Vending and Markets, LLC d/b/a Florida Fresh Vending & Markets (“**Company**”) and the above- named Customer (“**Customer**”) agree to the following terms and conditions of this Equipment Placement Agreement (“**Agreement**”):

1. **Equipment Installation.** Company will deliver and/or install the equipment provided by Company at any time (including equipment as listed above and equipment provided prior to this Agreement being signed), including, without limitation, vending machines, coffee equipment, coolers, fountain equipment, water dispensers and/or any replacement parts, replacements, additions and accessories, or any portion thereof (collectively, “**Equipment**”) at the location(s) mutually agreed by the parties (each, a “**Site**”). Customer, at its sole expense, will provide all necessary service connections at the Site for the installation and operation of the Equipment. Customer represents and warrants that plumbing, electric service, and structural integrity at the Site is, and throughout the term of the Agreement will be, proper and adequate for the installation and continued placement of the Equipment.

2. **Equipment Operation.** Customer hereby guarantees that: (a) no logo, trademark, advertisement, branding or other indication of Company’s ownership of the Equipment will be obstructed, defaced, or removed, and no other logo, trademark, or advertisement will be attached to the Equipment; (b) if the Equipment contains an illuminated sign, Customer will keep such sign illuminated at all times; (c) the Equipment will not be obstructed; (d) Customer will request and obtain Company’s prior written approval before moving the Equipment from or within the Site, and the terms of this Agreement will continue to apply to such Equipment even if moved; (e) Customer will not sell, reassign, loan, lease, or rent the Equipment to any other person or entity; (f) no racks, merchandise, or any other objects will be placed on top of or attached to the Equipment; and (g) Customer will not attach the Equipment, or allow the Equipment to be attached, in such a manner as to become part of the realty as a fixture or otherwise, and the Equipment will be maintained so that it may be easily removed from the Site without damage to the Site, its buildings, realty or fixtures. Customer agrees to permit Company, or Company’s authorized representative, to place and install the Equipment at the Site. Company and/or its authorized agent will stock the Equipment and collect all proceeds from the sale of Products (as defined below).

3. **Products; Taxes and Fees.** Customer agrees to store in, sell through, and dispense from the Equipment only products purchased from Company and as specified by Company (“**Products**”).

4. **Equipment Ownership.** Company is, and at all times will remain, the exclusive owner of the Equipment, and Customer will protect Company’s title and keep the Equipment free from all claims, liens, and encumbrances. Customer’s obligations under this section remain until such time Company or Company’s agent picks up the Equipment. Customer authorizes Company to execute and file any instruments in any jurisdiction where it deems necessary to perfect and maintain Company’s interest in the Equipment.

5. **Leasing of Equipment.** Company leases the Equipment to Customer at the lease fee specified by Company on page 1 of this Agreement, which is subject to change from time to time upon prior written notice to Customer and upon mutual agreement of the parties. If Customer objects to an adjustment to the lease fee amount, Customer may terminate this Agreement upon written notice to Company, subject to the terms of Section 14 below.

6. **Inspection; Notification; Reporting.** Company will have the right, during Customer’s regular business hours, to inspect the Equipment at Customer’s Site(s) or wherever the Equipment may be located and to review all records that relate to the Equipment. Customer will promptly notify Company of all details arising out of any lost or

stolen Equipment, alleged encumbrances on the Equipment, or any accident allegedly resulting from the use or operation of the Equipment. Company will have the right to require Customer to comply with additional notification and reporting requirements and may change such requirements with prior written notice. Customer will notify Company within 30 days of any change to its address indicated on the signature page of this Agreement. Company’s records pertaining to this Agreement and any additional documents and/or records by and/or between the parties describing the Equipment and/or the Sites where such Equipment is placed, will constitute the official book of record pertaining to the Equipment.

7. **Service and Repair.** Customer will, at its expense, take good care of the Equipment and will not remove, alter or otherwise damage any part or portion of the Equipment. Subject to the terms herein, and subject to Customer’s prompt notice of an issue with the Equipment, Company agrees to provide reactive service for the Equipment, directly or through an authorized agent of Company, including necessary replacement, return, repair, and removal of Equipment, as determined in Company’s sole discretion (“**Service**”) during the term of the Agreement. Customer will allow Company’s employees and agents to enter its premises and/or the Site for the purpose of inspection and/or performance of Service. Company may, and reserves the right to, bill Customer its standard rate per service call for any Service performed. Customer’s sole recourse against Company with respect to Service provided by Company for the Equipment is that Company will correct any defective workmanship at no additional charge to Customer, provided that Company is given prompt notification of any defective workmanship. Company will not otherwise be liable for negligent acts or omissions committed with regard to Service of the Equipment, including that it will have no responsibility or liability for incidental, consequential, or special damages occasioned by such negligent acts or omissions.

8. **Return of Equipment; Failure to Return.** Within 15 days from the expiration or termination of this Agreement, Customer will notify Company that the Equipment is available for return and pick-up by Company or Company’s agent at the Site or another business location as mutually agreed by the parties. The returned Equipment must include, without limitation, any and all parts, replacements, additions and accessories, including any refrigeration decks and any refrigerant contained therein. Company will have the right to bill Customer for any Equipment, in whole or in part, that is not returned in accordance with this section (e.g., Equipment that is damaged, broken, missing, stolen, incomplete).

9. **Disclaimer of Warranties.** Customer acknowledges that Company is not the manufacturer of the Equipment. EXCEPT AS EXPRESSLY STATED HEREIN, COMPANY PROVIDES THE EQUIPMENT AND SERVICE TO THE EQUIPMENT ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS, NON- INFRINGEMENT AND PERFORMANCE OF THE EQUIPMENT.

10. **Liability; Guaranty.** Except as otherwise expressly stated herein, Customer hereby assumes sole liability for any and all damage to (normal wear and tear excepted), or loss of, the Equipment from the time the Equipment is delivered to Customer until Company or Company’s agent picks up the Equipment. Customer assumes full responsibility to report any damage to, or loss of, the Equipment to Company immediately. Company, at its discretion, may require a guarantor to guarantee payment and/or performance of Customer’s obligations under this Agreement, and Customer hereby agrees to submit any such guaranty using the form provided by Company.

11. Exculpation. Except as expressly stated in Section 7 above and except to the extent such claims arise out of Company's gross negligence or willful misconduct, Company will not be liable to Customer for any claims based on or arising out of injury to person or property in any way relating to the Equipment, including but not limited to the installation, use, operation, move, and/or Service of the Equipment. In no event will Company be liable to Customer for lost profits, loss of Product, lost data, consequential, special, or incidental damages in any way relating to the Equipment, including but not limited to the installation, use, operation, move, and/or Service of the Equipment.

12. Compliance; Applicable Laws. Customer represents and warrants that throughout the term of the Agreement, it will comply with all applicable laws and regulations and all appropriate practices with respect to food and beverage safety, including the storing, preparation, and serving of food and beverages. Furthermore, Customer acknowledges and agrees to comply with all the Equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. In the performance of all activities related to the Equipment, including, without limitation, the order, delivery, rejection, return, installation, purchase, lease, rent, possession, use, operation, control, move, maintenance, Service or disposition of the Equipment, or any portion thereof, Customer will take reasonable and necessary precautions for the safety of Customer's and Company's employees, contractors, subcontractors, representatives, agents, customers and consumers affected by Customer's business and the Site and will comply with all applicable federal, state, local and other laws, statutes, directives, regulations, and ordinances, including those pertaining to environmental protection and worker safety and all applicable technician certification and regulatory compliance requirements (collectively, "**Environmental, Health, and Safety Laws**").

Customer is responsible for ensuring its employees, contractors, subcontractors, representatives and agents follow Environmental, Health, and Safety Laws with respect to the handling and disposal of the Equipment and/or any materials contained therein.

13. Indemnity. Subject to the limits of Section 768.28, Florida Statutes, Customer will indemnify and hold Company, its parent companies, subsidiaries and affiliates, and each of their officers, agents, employees, directors, shareholders, affiliates, successors, and assigns (hereinafter the "Indemnified Parties") harmless from and against all losses, damages, claims, suits, proceedings, settlements, judgments and liabilities of whatever nature, and all costs and expenses, including, without limitation, Indemnified Parties' reasonable attorneys' fees and expenses, resulting from any and all claims, demands, or rights of action that are caused by or result from Customer's or its employee's, contractor's, subcontractor's, representative's, or agent's ("**Customer Parties**") acts or omissions, including but not limited to negligent acts and willful misconduct in the order, delivery, rejection, return, installation, purchase, lease, rent, possession, use, operation, control, move, maintenance, Service, and/or disposition of the Equipment, or any portion thereof,

In the event any governmental entity or third party asserts a claim or brings an action, suit, or proceeding against the Indemnified Parties for violations of Environmental, Health, and Safety Laws, or for damages, injuries, or losses that are the result, or alleged result, of the Customer Parties' failure to comply with the requirements of Environmental, Health, and Safety Laws or that have occurred as a consequence of or are attributable to acts or omissions of the Customer Parties relating to activities conducted pursuant to this Agreement, then Customer subject to the limits of Section 768.28, Florida Statutes, agrees to indemnify and hold the Indemnified Parties harmless from and against any injury, loss, damages, penalty, settlements, judgments or fine, and will pay on the Indemnified Parties' behalf, all penalties, fines, settlements, judgments and other amounts, suffered by or resulting against all or any of the Indemnified Parties, including any interest thereon, court costs, and reasonable attorneys' fees and expenses; provided, however, that, to the extent a judgment determines that the Indemnified Parties' acts or omissions contributed to the exposure or damage alleged, Company agrees to pay its pro rata portion of any injury, loss, damages, penalty, settlements, judgments or fine, and reimburse Customer the pro rata portion of the defense costs incurred.

14. Term and Termination. This Agreement is effective as of the date

it is signed by both parties and will continue in effect with respect to each piece of Equipment until Company or Company's agent picks up the Equipment. Either party may terminate this Agreement without cause upon ten (10) days' written notice to the other party. Company may terminate this Agreement upon the occurrence of any of the following events of default (each, a "**Default**"): (a) Customer fails to make payment of any lease, rental or other amount owed to Company hereunder within five (5) days after the amount is due; (b) Customer transfers, lends, subleases, assigns, conveys, pledges, or encumbers the Equipment or attempts to do so; (c) Customer transfers, subleases, or assigns this Agreement in whole or in part (or attempts to do so), transfers all or substantially all of its assets to a third party, or transfers, conveys, assigns, or pledges a controlling interest or ownership of Customer to a third party, by operation of law or otherwise, without Company's prior written consent; (d) the Equipment is levied, seized, or attached, whether by operation of law or otherwise; (e) Customer fails to perform or comply with any one or more terms, conditions, or provisions of this Agreement or any other agreement with Company; or (f) Customer is adjudicated insolvent by any court or tribunal or files voluntary petition in bankruptcy or enters into an arrangement with its creditors.

In the event of Default, Company will have the immediate right to exercise any one or more of the following remedies: (a) terminate this Agreement;

(b) declare the entire amount of lease/rental fees immediately due and payable, without notice to or demand of Customer; (c) take possession of any or all of the Equipment without demand or notice wherever the same may be located, without any court order or other process of law; and (d) pursue any other remedy at law or in equity. In addition, in the event of a Default by Customer, Customer will be liable to Company for reasonable attorneys' fees and other costs incurred by Company in enforcing its rights under this Agreement by litigation or otherwise.

If the Equipment is not made accessible to Company by Customer within 15 days of the end of the term or termination of this Agreement, then Customer will pay all costs and expenses relating to the removal of the Equipment, in addition to other amounts that may be owed hereunder or at law or equity. All rights and remedies provided herein may be exercised exclusively, concurrently, or cumulatively with any other right or remedy hereunder, or as otherwise provided by law.

15. Governing Law, Jurisdiction, and Venue. This Agreement and any dispute arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law rules. In the event of any dispute arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs and expenses of litigation. If litigation is pursued, the exclusive venue for such litigation will be in the federal or state courts located in Nassau, Florida, and the parties agree to submit to the personal jurisdiction of the courts in the State of Florida.

16. Jury Waiver. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

17. Confidentiality. Except as otherwise required by applicable law, Customer and its agents, employees and representatives will not disclose in any way any terms of this Agreement. To the extent permitted by law, Customer will give Company prompt written notice of any disclosure of Agreement terms that appears to be required by law, so that Company may assert any exemptions from or defenses to disclosure that may be available.

Notwithstanding the foregoing, Company acknowledges that Customer is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. This Agreement and any related records Company submits to the Customer shall also become a public record subject to the Public Records Law. The Customer will respond to public records requests in accordance with Chapter 119, Florida Statutes. Additionally, if Company is a "contractor" as defined under s. 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, Company shall:

(1) keep and maintain public records required by Customer to

perform the service under this Agreement;

(2) Upon request from Customer's custodian of public records, provide 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 Chapter 119 of the Florida Statutes or as otherwise provide by law;

(3) 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 Term and following completion of this Agreement if Company does not transfer the records to Customer;

(4) upon termination of this Agreement, transfer, at no cost, to Customer all public records in possession of Company or keep and maintain public records required by Customer to perform the service. If Company transfers all public records to Customer upon termination of this Agreement, Company shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Company keeps and maintains public records upon termination of this Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request by Customer's public records custodian, in a format that is compatible with Customer's information technology systems. If Customer receives a request for public records, and Customer does not possess such records, Customer shall immediately notify Company of such request, and Company must provide them to Customer or allow the records to be inspected or copied within a reasonable time. If Company does not comply with the request for records, Customer shall enforce the terms of this Agreement, and Company may be subject to civil action under s. 119.0701, F.S., and the penalties outlined under s. 119.10, F.S. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.**

breach of any of the terms of this Agreement, or any failure to enforce the same, will not in any way affect, limit, or waive Company's right to thereafter enforce or compel strict compliance to that or any other term hereof. The provisions of Sections 3, 4, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 19, and 20, and any additional provisions that by law or by their nature, sense and context should survive, will survive any termination or expiration of this Agreement.

20. Notices. Any notice or other communications required or permitted hereunder will be in writing by registered or certified mail, postage prepaid. Any such notice will be deemed to have been received the fifth business day following such mailing. Any such notice may be sent by recognized courier service or U.S. mail. Notice to Customer will be to the address listed in the signature page of this Agreement, and to Company will be addressed as set forth below:

Cardinal Vending and Markets, LLC, 10117 Princess Palm Avenue, Suite #350, Tampa, Florida 33610, Attn: Vice President and General Manager, with a copy to Deborah Pond, at the same address, and a copy via email to: notices@floridafreshvending.com.

if to Customer: To the address listed in this Agreement.

18. Casters (if applicable). If Customer requests that Company provide the Equipment equipped with casters, the following provisions will apply: (a) Customer represents and warrants that the Equipment is required by a governmental authority pursuant to applicable health, safety, sanitary, or other applicable codes or ordinances, or the Customer desires the Equipment, to be equipped with casters to permit the efficient and thorough cleaning of the Equipment and surrounding areas; and (b) Customer recognizes and acknowledges that the casters provided on the Equipment are not designed or intended to allow for the movement of the Equipment beyond the minimal distances required for cleaning of the immediate area, and are not designed for movement from room to room or other similar distances. Customer agrees that it will not, and will not permit its employees, agents, contractors, or subcontractors to, use the casters to move the Equipment beyond the short distances necessary to adequately clean and maintain the Equipment and immediately surrounding areas. Customer agrees not to otherwise move or displace the Equipment from the area in which it was placed by Company.

19. Miscellaneous. This Agreement will not be transferred, subleased, assigned, conveyed, or pledged, in whole or in part, by operation of law or otherwise, by Customer without the prior written consent of Company. This Agreement constitutes the entire agreement between the parties and will replace any prior agreements relating to the subject matter hereof between the parties and may be amended only in a writing signed by both parties. No modification or waiver under this Agreement will be enforceable unless in writing and signed by the party against whom enforcement is sought. Company does not agree to, and will not be bound by, any terms in Customer's purchase orders, pre-printed forms, proposals, quotations, catalogs, acknowledgements, acceptances, or other documents (including counteroffers), including any online terms and conditions referenced in any such documents or in a website, application or other digital or electronic format, that propose differing or additional terms and conditions or any addition, alteration, or deletion to, or of, the precise terms and conditions stated in this Agreement. Failure of Company to object to any terms such terms that now or in the future appear in any form or other communication from Customer will not be construed as a waiver of the provisions of this Agreement nor an acceptance of any such terms. Waiver by Company of any Default or

RIDER TO AGREEMENT
WITH CARDINAL VENDING AND MARKETS LLC DBA FLORIDA FRESH
VENDING AND MARKETS

THIS RIDER TO AGREEMENT WITH CARDINAL VENDING AND MARKETS, LLC D/B/A FLORIDA FRESH VENDING & MARKETS (hereinafter “Rider”) 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” or “Customer”), and Cardinal Vending and Markets, LLC d/b/a Florida Fresh Vending & Markets, a Limited Liability Company (hereinafter the “Vendor”) hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties desire to enter into an Equipment Placement Agreement and Vending Services Agreement whereby the Vendor shall provide to County vending services of four (4) vending machines (hereinafter “Agreement”); and

WHEREAS, the Parties wish to establish additional terms and conditions to that Agreement as contained herein; and

WHEREAS, the Parties agree that the term and conditions herein below shall be incorporated into the Agreement and in the event of any conflict between the terms and conditions of this Rider and the Agreement, the terms and conditions of this Rider shall prevail.

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. CONFLICTING PROVISIONS.

1.1 The Parties agree that the following documents comprises the Agreement between the parties:

- (a) Equipment Placement Agreement;
- (b) Vending Services Agreement; and
- (c) This Rider.

1.2 The Parties agree that in the event of any conflict between the terms and conditions of the above-listed documents and/or any exhibit or attachment to the above-listed

documents, and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail.

SECTION 2. PAYMENT AND INVOICING.

2.1 The County shall pay the Vendor in an amount not to exceed Zero Dollars and 00/100 for the provision of full-service vending equipment, goods and services referenced in the Agreement. Any good and/or services provided beyond those contemplated in the Agreement will be mutually agreed to by the Parties in writing and may incur a fee, as mutually agreed upon by the Parties. The Vendor shall be responsible for all expenses incurred while providing goods and/or services under the Agreement including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under the Agreement. Provided, however, and for the avoidance of doubt, the County will be responsible for those certain costs and expenses set forth in the Equipment Placement Agreement, including but not limited to, Customer's provision of all necessary service connections for the installation and operation of the Vendor's equipment.

SECTION 3. E-VERIFY.

3.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of the Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

3.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating

that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract.

3.3 Compliance with the terms of the E-Verify program provision is made an express condition of the Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Agreement.

SECTION 4. GOVERNING LAW, VENUE, COMPLIANCE WITH LAWS, ATTORNEY'S FEES AND CHANGE OF LAWS.

4.1 The 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 the 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.

4.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under the Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under the Agreement.

4.3 The Vendor shall comply with all applicable federal, state, county and municipal laws, ordinances, policies and rules.

4.4 In the event of any legal action to enforce the terms of the Agreement each party shall bear its own attorney's fees and costs.

4.5 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Agreement or the activities of either party under the Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within thirty (30) days after the date of the notice seeking renegotiation, then either party may terminate the Agreement by written notice to the other party. In such event, Vendor

shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 5. RESERVED.

SECTION 6. RESERVED.

SECTION 7. PUBLIC RECORDS.

7.1 Except as otherwise required by applicable law, the County and its agents, employees and representatives will not disclose in any way any terms of this Agreement. To the extent permitted by law, the County will give the Vendor prompt written notice of any disclosure of Agreement terms that appears to be required by law, so that the Vendor may assert any exemptions from or defenses to disclosure that may be available.

Notwithstanding the foregoing, the Vendor acknowledges that the County is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. This Agreement and any related records the Vendor submits to the County shall also become a public record subject to the Public Records Law. The County will respond to public records requests in accordance with Chapter 119, Florida Statutes. Additionally, if the Vendor is a "contractor" as defined under s. 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, the Vendor shall:

- (1) keep and maintain public records required by the County to perform the service under this Agreement;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provide by law;
- (3) 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 Term and following completion of this Agreement if the Vendor does not transfer the records to the County;
- (4) upon termination of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon termination of this Agreement, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Vendor keeps and maintains public records upon termination of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request by the County's public records custodian, in a format that is compatible with the County's information technology systems. If the County receives a request for public records, and the County does not possess such records, the County shall immediately notify the Vendor of such request, and the Vendor must provide them to the County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with the request for records, the County shall enforce the terms of this Agreement, and the Vendor may be subject to civil action under s. 119.0701, F.S., and the penalties outlined under s. 119.10, F.S. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.**

SECTION 8. PUBLIC ENTITY CRIMES.

8.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it employees who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Agreement.

SECTION 9. INSURANCE.

9.1 The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

9.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 10. TAXES, LIENS, LICENSES AND PERMITS.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all applicable licenses and permits required to provide goods and/or services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all applicable governmental authorities, required under this Agreement, and to meet all applicable federal, state, county and municipal laws, ordinances, policies and rules.

SECTION 11. INDEMNIFICATION.

11.1 Any indemnification by the County in the Agreement or any sub agreement, or exhibit thereunder is hereby limited to the limits as set forth in Section 768.28, Florida Statutes.

SECTION 12. Human Trafficking Affidavit.

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

[The remainder of this page left intentionally blank.]

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

THE COUNTY:

**NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS**

Signature:  _____

Print Name: Taco Pope, AICP

Title: County Manager

Date: 9/3/2025

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS

DENISE C. MAY, County Attorney

VENDOR:

Cardinal Vending and Markets, LLC d/b/a Florida Fresh Vending & Markets

Signature: Mark Pitts

Print Name: Mark Pitts

Title: Vice President and General Manager

Date: 8/29/2025

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

Part One – Workers' Compensation Insurance – Unlimited
Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 26B6E60B-F65A-4406-A1C7-9307FF08DFAB

Status: Completed

Subject: Contract No.: CM3973 CARDINAL VENDING AND MARKETS, LLC \$0 Vending Services

Source Envelope:

Document Pages: 16

Signatures: 12

Envelope Originator:

Certificate Pages: 5

Initials: 4

Lanaee Gilmore

AutoNav: Enabled

lgilmore@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: Lanaee Gilmore

Location: DocuSign

8/29/2025 10:49:24 AM

lgilmore@nassaucountyfl.com

Signer Events

Signature

Timestamp

Marshall Eyerman

MEyerman@nassaucountyfl.com

Assistant County Manager

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

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

Sent: 8/29/2025 11:04:53 AM

Viewed: 8/29/2025 11:48:23 AM

Signed: 8/29/2025 11:48:30 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tracy Poore

tpoore@nassaucountyfl.com

OMB Admin

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

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

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Viewed: 8/29/2025 11:51:06 AM

Signed: 8/29/2025 11:51:13 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

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Signed: 8/29/2025 3:15:34 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

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Viewed: 8/29/2025 3:16:45 PM

Signed: 8/29/2025 3:16:51 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Mark Pitts mpitts@floridafreshvending.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/29/2025 5:59:10 PM ID: 5e39c6d2-3173-49f4-bc37-760e6f7c9bbb	 Signature Adoption: Pre-selected Style Using IP Address: 68.12.181.158	Sent: 8/29/2025 3:18:38 PM Viewed: 8/29/2025 5:59:10 PM Signed: 8/29/2025 5:59:42 PM
Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 8/29/2025 5:59:45 PM Viewed: 9/2/2025 2:26:08 PM Signed: 9/2/2025 2:26:18 PM
Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 9/2/2025 2:26:22 PM Viewed: 9/2/2025 3:40:32 PM Signed: 9/2/2025 3:40:54 PM
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 9/2/2025 3:40:56 PM Viewed: 9/3/2025 9:39:11 AM Signed: 9/3/2025 9:39:30 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Clerk Services BOCCClerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/3/2025 9:39:32 AM Viewed: 9/3/2025 3:56:38 PM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/3/2025 9:39:34 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/3/2025 9:39:30 AM
Completed	Security Checked	9/3/2025 9:39:34 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: procurement@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 procurement@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 procurement@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 procurement@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.