

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.
CM3167-A1

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Technical Services Contact Person: Tonya Wood
 Telephone: (904) 530-6057 Email: twood@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: JustFOIA
 Address: 3717 Apalachee Parkway, Suite 201
 City: Tallahassee State: FL Zip Code: 32311
 Vendor's Administrator Name: Bryan Price Title: Client Success Specialist
 Telephone: (866) 761-5301 Email: bprice@justfoia.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Larry Davidson
 Authorized Signatory Email: ldavidson@justfoia.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: JustFOIA Records Management Software
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: _____
(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other _____
 Total Amount of Contract: _____ (Estimate if necessary)
 Account Number: 01132516-549000
 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: Asiley Metz 11/9/2023
Risk Manager Initials: _____

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: CM3167 Amendment No: 1
 Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
 Increased Amount to Existing Contract: \$ 1,386.00 (if any) Total with Amended Amount: \$ 31,090.51
 Account Code Change From: _____ To: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|---|
| <p>1. <u>Derrick D. Lindsay</u> 11/8/2023
 Department Head/Contract Manager Date</p> <p>2. <u>[Signature]</u> 10.27.23 JP 10/26/23
 Office of Mgmt. & Budget Date</p> | <p>3. <u>Sanasa Helmore</u> 11/9/2023 <u>Ben 10/26/23</u>
 Procurement Date
 <i>(Signature required only if procurement related)</i></p> <p>4. <u>Denise C. May</u> 11/9/2023 <u>al</u>
 County Attorney Date 11/9/2023</p> |
|---|---|

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
Taco E. Popey AICP 11/9/2023
 County Manager Date

This addendum, designated as Addendum No. 1 (this "Addendum") is entered into as of 11/08/2023 ("**Addendum Effective Date**"), by and between JustFOIA and Client and is subject to Order No. 23034. This Addendum is hereby incorporated into the Order and made a part thereto. If there is any conflict between a provision of the Order and this Addendum, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Order. This Addendum supersedes any previous quotes or proposals received on the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

JustFOIA, Inc. ("JustFOIA")

**NASSAU COUNTY BOARD OF COMMISSIONERS
("Client")**

Signed: Larry Davidson

Signed: Taco E. Pope, AICP

Name: Larry Davidson

Name: Taco E. Pope, AICP

Title: General Manager

Title: County Manager

Date: 11/9/2023

Date: 11/9/2023

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill/Ship to: Amber Jordan
ajordan@nassaucountyfl.com

Client Name: Nassau County Board of Commissioners
Client Address: 96160 Nassau Place Yulee, FL 32097

Quote Date: October 16, 2023
Subscription Period Start Date:
October 31, 2023
Subscription Period End Date:
August 20, 2024

Quote Number: 28985
Quote Type: Expansion

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION			
<input checked="" type="checkbox"/> JustFOIA Administration Assistance	1	\$1,386.00	\$1,386.00
<i>Up to 10 hours of JustFOIA staff to be used for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>			

SUBTOTAL - RECURRING ANNUAL SERVICES

\$1,386.00

YEAR 1 ORDER COST

\$1,386.00

This is NOT an invoice. Please use this confirmation to initiate your purchasing process

RECURRING SERVICES

The Recurring Services portion of this Order will renew based on the same terms included in the JustFOIA Subscription Order, to which this expansion applies.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event**"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

PRICING & BILLING TERMS

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	Within 30 days of receipt of Order.
One-Time Services	Upon delivery completion and Client acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within forty-five (45) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

SUPPLEMENTAL SUPPORT

Each client's annual renewal covers Solution break/fix support, version updates, and continued educational resources including the Training Center for JustFOIA. JustFOIA offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing custom workflows. JustFOIA's Administration Assistance package is strongly encouraged to be included with every renewal.

DESCRIPTION OF SUPPORT LEVELS*	Standard Support	Administration Assistance
▪ Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e. error codes, bug fixes, etc.) & basic Q&A support	✓	✓
▪ Remote access support through web meeting	✓	✓
▪ Automatic product version updates, security updates, and hotfixes	✓	✓
▪ Customized Training Center for JustFOIA LMS	✓	✓
▪ Access to higher-level support technicians with enhanced knowledge		✓
▪ Institutional knowledge of Client's Solution		✓
▪ Additional Web-Based Basic Training for New/Existing Users		✓
▪ Additional Web-Based Admin Training for New/Existing Users		✓
▪ Annual System Review (upon Client request)		✓
▪ Additional System Settings Consultation		✓
▪ Assistance with updating Public Portal components		✓
▪ Configuration of dynamic fields and deflection tools		✓
▪ Creation of new forms/updating of existing forms		✓
▪ Configuration of workflow settings, including new and adjustments		✓
▪ Adjustments to user-created and/or system-generated email templates		✓
▪ Maintenance of custom workflows		✓

*Hours: JustFOIA allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. The creation of custom workflows is not included in Administration Assistance.

ADMINISTRATION ASSISTANCE

Want an enhanced level of support? Use JustFOIA's Administration Assistance hours for consultation, training, and configuration services. You'll receive a 10% discount off JustFOIA's Support Technician hourly rate when purchasing this block of hours in advance. The number of hours will expire on the same date as the Subscription Period End Date. With JustFOIA Administration Assistance, our stellar support team can be available for the following:

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

ADDITIONAL TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers additional best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION SERVICES

Basic configuration services for request form(s) and associated workflow(s), email templates, tags, dynamic fields, and more.

MAINTENANCE SERVICES

For clients with a custom workflow, we will make minor adjustments such as changes in the routing individual to maintain your custom workflow.

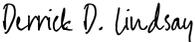
Certificate Of Completion

Envelope Id: 70F105DAAA89444D9582C9C92DD6F64F	Status: Completed
Subject: Please DocuSign: CM3167-A1 - JustFOIA Inc - Addendum- \$1,386.00	
Source Envelope:	
Document Pages: 7	Signatures: 10
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Tonya Wood
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	twood@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Tonya Wood	Location: DocuSign
11/8/2023 5:04:18 PM	twood@nassaucountyfl.com	

Signer Events

Signer Events	Signature	Timestamp
Derrick D. Lindsay dlindsay@nassaucountyfl.com Chief Innovation Officer Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 11/8/2023 5:18:17 PM Viewed: 11/8/2023 5:19:09 PM Signed: 11/8/2023 5:19:28 PM

Signature Adoption: Pre-selected Style
Using IP Address: 174.212.34.205
Signed using mobile

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)		Sent: 11/8/2023 5:19:30 PM Viewed: 11/9/2023 8:02:55 AM Signed: 11/9/2023 8:03:22 AM
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Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

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)		Sent: 11/9/2023 8:03:24 AM Viewed: 11/9/2023 8:29:50 AM Signed: 11/9/2023 8:30:17 AM
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Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

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)		Sent: 11/9/2023 8:30:18 AM Viewed: 11/9/2023 8:57:29 AM Signed: 11/9/2023 8:57:34 AM
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Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/9/2023 8:57:35 AM Viewed: 11/9/2023 11:02:20 AM Signed: 11/9/2023 11:02:29 AM</p>
<p>Larry Davidson ldavidson@justfoia.com General Manager JustFOIA Inc. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/9/2023 11:07:40 AM ID: 8000f944-cb0f-4199-b02b-f84595c79405</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 217.180.196.63</p>	<p>Sent: 11/9/2023 11:02:33 AM Viewed: 11/9/2023 11:07:40 AM Signed: 11/9/2023 11:08:12 AM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/9/2023 11:08:13 AM Viewed: 11/9/2023 12:57:00 PM Signed: 11/9/2023 12:57:07 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/9/2023 12:57:08 PM Viewed: 11/9/2023 1:05:09 PM Signed: 11/9/2023 1:05:36 PM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/9/2023 1:05:40 PM Viewed: 11/9/2023 2:05:09 PM Signed: 11/9/2023 2:05:14 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/9/2023 2:05:17 PM Viewed: 11/9/2023 2:39:21 PM
Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/9/2023 2:05:18 PM
Tonya Wood twood@nassaucountyfl.com Administrative Coordinator Nassau County Board of County Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/9/2023 2:05:19 PM Resent: 11/9/2023 2:05:27 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/8/2023 5:18:17 PM
Certified Delivered	Security Checked	11/9/2023 2:05:09 PM
Signing Complete	Security Checked	11/9/2023 2:05:14 PM
Completed	Security Checked	11/9/2023 2:05:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Nassau:

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

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

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

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

To request paper copies from County of Nassau

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

To withdraw your consent with County of Nassau

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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