

**AGREEMENT**

An Agreement by and between the Administrative Judge for Nassau County, Florida (“Administrative Judge”) and the Board of County Commissioners of Nassau County, Florida (“B.O.C.C.”) and the U.S. Constitution Scholarship Foundation, Inc. (“USCSF”).

WHEREAS, the U.S. Constitution Scholarship Foundation, Inc. is a Florida Not for Profit Corporation chartered in the State of Florida on October 1, 2016; and

WHEREAS, the USCSF is a 501(c)(3) organization whose purpose is to enhance awareness and appreciation of the U.S. Constitution; and

WHEREAS, the USCSF is also a local organization whose fundraising efforts include the manufacture of pavers with donors’ names to be placed on an area of the Robert M. Foster Justice Center located around the flag pole; and

WHEREAS, the funds derived from the donations will be used for the placement and maintenance of the pavers and for college scholarships for Nassau County students; and

WHEREAS, USCSF met with the Administrative Judge for Nassau County, Robert M. Foster, to review their proposals and goals; and

WHEREAS, Judge Foster, after meetings with USCSF does hereby recommend the approval of this Agreement to the B.O.C.C.; and

WHEREAS, the B.O.C.C. has considered their Agreement at a public meeting on October 17, 2018 and approved this Agreement subject to the terms herein.

NOW THEREFORE, for and in consideration of Ten (10) and NO/100 Dollars the parties agree as follows:

CS-18-26

1. USCSF, pursuant to its fundraising efforts may place pavers at the Justice Center subject to:
  - a. Approval of the staging, timing and placement of the pavers by the B.O.C.C. as recommended by the Administrative Judge, Nassau County Facilities Maintenance Director and County Manager. The concept plan is attached as Exhibit "A" and approved.
  - b. Maintenance of the pavers shall be the responsibility of USCSF based on approval and direction by the Nassau County Facilities Maintenance Director.
  - c. Access for maintenance of the pavers shall not interfere with the operation of the Justice Center as determined by the Administrative Judge.
2. USCSF shall be solely responsible for fundraising, collection and disbursements for pavers and award of scholarship funds. By executing this Agreement, USCSF agrees to hold harmless the Judiciary and the B.O.C.C. and its employees and agents from any liability as to collection of funds, placement and names affixed to pavers and disbursement of scholarships. The hold harmless includes the cost of the defense of any litigation filed against the B.O.C.C., its agents or employees or Judiciary in regard to the collection of funds, placement and names affixed to pavers and disbursement of scholarships.
3. USCSF shall, annually, on or before January 1<sup>st</sup> of each year, provide to the Nassau County Office of Management and Budget Department and Clerk of the Court a financial report. The Nassau County B.O.C.C. and the Clerk of the Court have the authority, at any time, to request any financial information, records, reports or other

- necessary documents as determined by the B.O.C.C. and Clerk. In addition, the B.O.C.C. and the Clerk may conduct an independent financial audit.
4. USCSF shall not represent in any solicitation of monies that Nassau County, its Board members or employees endorse or is involved in fundraising activities or the award of scholarships.
  5. The Honorable Robert M. Foster and Dr. Kathy Burns have agreed to serve as co-chairs of the paver program. Neither will be actively involved in any marketing or fundraising.
  6. USCSF shall keep the organization in good standing with the State of Florida and maintain its 501(c)(3) status. USCSF shall, annually, file with the County and Administrative Judge a certification indicating the Foundation is active and duly registered in the State of Florida. The Foundation shall also maintain its 501(c)(3) status and submit annual certifications to the County of its current status.
  7. The B.O.C.C. has the right, in consultation with the Administrative Judge for Nassau County, to determine that there is a breach of this contract, including, but not limited to, the annual award of scholarships. Upon determination of a breach, the B.O.C.C. shall notify USCSF and USCSF shall have thirty (30) days from the date of notification to correct the breach. Failure to correct the breach within thirty (30) days will result in cancellation of this Agreement.
  8. There shall be no financial obligation by the judiciary or obligation by and for the B.O.C.C. as to maintenance, manufacture and/or placement of the pavers, including manufacture of a replacement of the pavers or financial obligation for scholarship amounts.

9. USCSF shall annually provide to the Board of County Commissioners Office of Management and Budget, a complete list of scholarship recipients and amounts. The Office of Management and Budget may request additional information and said information shall be presented within thirty (30) days of receipt of the request.
10. Any contractor chosen by USCSF for placement or replacement of pavers shall have any and all required State of Florida licenses and provide same to the Nassau County Facilities Maintenance Director. Any work by the contractor shall be with the consent of the Nassau County Facilities Maintenance Director and subject to inspection and approval by the Nassau County Facilities Maintenance Director.
11. If for any reason USCSF is voluntarily dissolved or administratively dissolved, the Board of County Commissioners may automatically cancel this Agreement.
12. USCSF shall be responsible to provide copies of insurance coverage pursuant to a determination by the Nassau County Risk Management Department. Said coverage shall remain in effect during the term of this Agreement.
13. No County funds of any type are pledged or encumbered for this project. The County shall not be financially obligated for any aspect of the project or dissolution or cancellation. USCSF is totally responsible for the funds and the financial obligations.

This Agreement is entered into this 17<sup>th</sup> day of October, 2018.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



PAT EDWARDS

Its: Chairman



ADMINISTRATIVE JUDGE  
NASSAU COUNTY

U.S. CONSTITUTION SCHOLARSHIP  
FOUNDATION, INC.

Its: 

Howard Pines

Printed Name

is authorized to sign for USCSF, Inc.

# CONCEPTUAL BANNER AND TITLE PLAN

Not to Scale

EXHIBIT A



# Lifestyle Pavers LLC.

Licensed

Insured

4801 Black Pine Ct.

Jacksonville, Fl. 32210

Phone: (904) 716-3323

Fax: (904) 771-0740

Email: tnewsome1@yahoo.com

PHONE 90

<b>PROPOSAL SUBMITTED TO:</b>		<b>DATE</b>	<b>PHONE</b>	<b>FAX</b>
USCSF - Nassau County Courthouse		8/12/18	330 604-4291	000-0000
<b>STREET:</b>		<b>JOB NAME</b>		<b>P.O./WORK ORDER</b>
Veterans Way		Courthouse Courtyard Improvement		0
<b>CITY/STATE/ZIP:</b>		<b>JOB LOCATION</b>		
Yulee, Fl.		Veterans Way 0		
<b>PROPERTY OWNER:</b>	<b>E-MAIL</b>	<b>SALES PERSON</b>	<b>CELL PHONE</b>	<b>E-MAIL</b>
0	0	Tom Newsome	904 716-3323	
<b>MANUFACTURER</b>		<b>ARCHITECT</b>		
Tremron / Pine Hall				
<b>FIELD SHAPE</b>		<b>DATE OF PLANS</b>		
12" x 12", 8" x 8" / 4" x 8"				
<b>COLOR</b>	<b>PAGES</b>			
White / Red				
<b>PATTERN</b>		<b>SPEC'S DATED</b>		
<b>BORDER</b>	<b>ADDEND/RFI</b>			
12" x 12" White Concrete Pavers				

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

*Installation includes material, tax, freight, labor, sand and cuts and waste*

COST CODE	DESCRIPTION	PRICING
0	0	\$15,000.00
	Tearout and Haul Away 620 Sq/Ft. of Existing Stamped Concrete. Supply and Install 212 Sq/Ft. of a combination of Tremron Park Plaza 12"x12" and 8"x8" White Concrete Pavers on top of Compacted Base Material. Supply and Install 408 Sq/Ft of 4" x 8" English Edge Red Clay Pavers on top of Compacted Base Material. (Engraving not included in Price.)	
0	0	
	Supply & Install 4- 57" Concrete Benches. (Engraving not included in Price.)	
0	0	
	ATTACHED DIAGRAM DESIGNATES THE TYPE	
0	0	
	OF LETTERING TO BE CONTAINED THEREIN	
0	0	
	1st Payment- \$5,000.00 (Due Now)	
0	0	
	2nd Payment- \$5,000.00 (Due on delivery of the Pavers) I will submit to you in advance so the check can be ready when the material arrives.	
0	0	
	3rd (Final Payment)- \$5,000.00 (Due at Job Completion)	
0	0	
	ON SITE LOGISTICS TO BE COORDINATED	
0	0	
	WITH COUNTY FACILITY MANAGER	
0	0	
0	0	
<b>TOTAL</b>		<b>\$15,000.00</b>

Allow 8 to 10 weeks for delivery of material.

PROPOSAL QUALIFICATIONS:

by: De Watson 8/15/18  
USCSF

by: Tom Newsome  
LIFESTYLE PAVERS

THOMAS ROBERT FOSTER  
STAMP

PRESERVE PROTECT DEFEND

WALTER NEW  
TOWN AREA

WE THE PEOPLE

US CONSTITUTION PLAZA

CRISTINA STAMP  
CONCRETE

STAMP

STAMP