

# BOCC CONTRACT APPROVAL FORM

CS-21-081

(Contract Management Use only)

**CONTRACT TRACKING NO.**

**CM3094**

## GENERAL INFORMATION

Requesting Department OMB/County Manager \_\_\_\_\_

Contact Person: Marshall Eyerman \_\_\_\_\_

Telephone: ( 904 ) 530-6011 \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: meyerman@nassaucountyfl.com\_

## CONTRACTOR INFORMATION

Name: The Arc Nassau \_\_\_\_\_

Address: 86051 Hamilton St \_\_\_\_\_ Yulee \_\_\_\_\_ FL \_\_\_\_\_ 32034 \_\_\_\_\_  
City State Zip

Contractor's Administrator Name: Stephanie Cagle \_\_\_\_\_ Title: Accounting Manager \_\_\_\_\_

Telephone: (904 ) 225-9355 \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: thearcnassau86051@gmail.com\_

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Paul Bussell \_\_\_\_\_

Authorized Signatory Email: paulbussell@thearcnassau.org \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: The Arc Nassau \_\_\_\_\_

Description: FY 2021/22 Not For Profit Funding \_\_\_\_\_  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Agreement \_\_\_\_\_

Terms: Payment Period: Quarterly \_\_\_\_\_ Amount per Period: \$8,100 \_\_\_\_\_

Total Amount of Contract: \$32,400 \_\_\_\_\_  
APPROXIMATE IF NECESSARY

Source of Funds: 01692565 582007 Termination/Cancellation: 9/30/2022 \_\_\_\_\_

Authorized Signatory: Taco Pope \_\_\_\_\_  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/1/21 \_\_\_\_\_ to: 9/30/22 \_\_\_\_\_

Status:  New \_\_\_\_\_ Renew \_\_\_\_\_ Amend# \_\_\_\_\_ WA/Task Order

How Procured:  Sole Source \_\_\_\_\_  Single Source \_\_\_\_\_  ITB \_\_\_\_\_  RFP \_\_\_\_\_  RFQ \_\_\_\_\_  Coop. \_\_\_\_\_  Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

*Continued on next page*

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cty Atty/Risk
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Marshall Eyerman 10/28/2021  
Department Head Date
2. Marshall Eyerman 10/28/2021  
Procurement Date
3. Marshall Eyerman 10/31/2021  
Office of Mgmt & Budget Date
4. Denise C. May 11/3/2021  
County Attorney/Contracts Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Popey AICP 11/4/2021  
County Manager Date

**RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

**Original:** Clerk's Services; Contractor (original or certified copy)  
**Copies:** Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance

Contract No.:

**FUNDING AGREEMENT FOR FISCAL YEAR 2021/2022 FOR THE ARC  
NASSAU**

THIS AGREEMENT entered into this \_\_\_\_\_ day of 11/18/2021, 2021, by and between the **BOARD OF COUNTY COMMISSIONER OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **THE ARC NASSAU**, 86051 Hamilton Street, Yulee, Florida 32097, hereinafter referred to as "ARC".

**WHEREAS**, it is in the best interest of the citizens of Nassau County, Florida that the ARC program continue to work with the adults with developmental disabilities living and working in Nassau County, Florida; and

**WHEREAS**, the ARC program now maintains a program and headquarters for the adults with developmental disabilities living and working in Nassau County, Florida.

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

1. For the sum of thirty-two thousand four hundred dollars (\$32,400.00), which shall be paid in quarterly installments, during the months of December, February, May and August, the ARC program does hereby agree to perform services that will benefit the residents of Nassau County, Florida. Appropriations necessary for the funding of this Agreement beyond FY 2021/2022 shall be subject to the budget and appropriation by the County during the regular budget process. Said

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services to include but not be limited to the following:

- a. Continuing the present level of services provided for the adults with developmental disabilities living and working in Nassau County, Florida at the ARC's main center.
2. The ARC shall submit simultaneously to the County Manager and the Clerk an annual accounting acceptable to the Clerk on or before December 31<sup>st</sup> of each fiscal year in which the ARC received funding from the County. Additionally, the ARC shall make its books available for inspection by the designee of the County upon reasonable notice. Failure of the ARC to provide the annual accounting record by the time specified shall result in the revocation of the granting of further funds and reimbursement of funds distributed during the year for which no report was submitted.
3. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, and services that are compliant with both the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA) shall be considered a breach of the Agreement and may result in the cancellation of this Agreement.
4. The term of this Agreement shall commence on October 1, 2021 and terminate on September 30, 2022.

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5. This Agreement shall be amended in writing from time to time by mutual consent of parties.

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Designee of the Board of County Commissioners of Nassau County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 11/18/2021 \_\_\_\_\_, 2021.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

*Taco E. Pope, AICP*

\_\_\_\_\_  
TACO E. POPE, AICP, COUNTY MANAGER  
ITS: Designee

**THE ARC NASSAU**

*Paul Bussell*

\_\_\_\_\_  
Print: Paul Bussell  
\_\_\_\_\_  
ITS: EXECUTIVE DIRECTOR