

CS-22-087

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3278

GENERAL INFORMATION

Requesting Department: QMB
Contact Person: Chris Lacambra
Telephone: 904-530-6010 Fax: ()
Email: clacambra@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Nassau County Council on Aging, Inc.
Address: 1901 Island Walk Way Fernandina Beach FL 32034
City State Zip
Contractor's Administrator Name: Janice Ancrum Title: President/CEO
Telephone: (904)261-0701 Fax: (904) 261-0704
Email: janocrum@nassaucountycoa.org

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

Authorized Signatory Name: Janice Ancrum-President/CEO
Authorized Signatory Email: janocrum@nassaucountycoa.org

CONTRACT INFORMATION

Contract Name: Nassau County Council on Aging, Inc.
Description: Not-for-profit funding agreement for FY22/23
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$325,000
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other _____ Account: 01692564-582008 --

Authorized Signatory: Klynt Farmer, BOCC Chairman

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/1/2022 to: -9/30/2023 Termination/Cancellation: _____

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____
New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST*Review/Complete before sending contract for final signature*

Requirement	Description	Complete By
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.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
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.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
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.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	
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.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Chris Lacambra 12/1/2022
Department Head/Contract Manager Date
12/1/2022
2. Janice Belmont 12/1/2022
Procurement Date
12/1/2022
3. Chris Lacambra 12/1/2022
Office of Mgmt & Budget Date
12/7/2022
4. Denise C. May 12/7/2022
County Attorney Date
12/6/2022

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope, AICP 12/7/2022
County Manager Date

**FUNDING AGREEMENT FOR FISCAL YEAR 2022/2023 FOR NASSAU COUNTY
COUNCIL ON AGING, INC.**

THIS AGREEMENT is entered into this 9th day of January, 2023, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and NASSAU COUNTY COUNCIL ON AGING, INC., 1901 Island Walk Way, Fernandina Beach, Florida 32034, hereinafter referred to as "Council".

WHEREAS, it is in the best interest of the citizens of Nassau County, Florida that there be a council on aging, and

WHEREAS, the Council provides many services for the aging residents of 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 three hundred twenty-five thousand dollars (\$325,000.00), which shall be paid in quarterly installments, during the month of December, February, May and August, the Council 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 2022/2023 shall be subject to the budget and appropriation by the County during the regular budget process. Said services to include but not be limited to the following:

a. Continuing the present level of services, as of the date of this Agreement, provided for the aging at the Council's main center.

2. The Council shall submit simultaneously to the County Manager and the Clerk an annual accounting acceptable to the Clerk on or before May 1st of each fiscal year in which the Council received funding from the County. Additionally, the Council shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the Council to provide the annual accounting records by the time specified shall result in the revocation of 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 termination of this Agreement.

4. The Council is authorized to obtain gasoline for their vehicles from Nassau County Road and Bridge with a three percent (3%) markup to cover administrative fees. In the event that outstanding invoices exceed ninety (90)

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days, the County will deduct said amount from the next quarterly allocation installment.

5. The term of this Agreement shall commence on October 1, 2022 and terminate on September 30, 2023, unless terminated by either party thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.


6. In performing its obligations under this Agreement, the Council shall at all times be acting in the capacity of an independent contractor and not as an officer, employee or agent of the County.

7. Failure of the Council to satisfactorily comply with the terms of this Agreement may result in cessation of payment, pursuant to the terms of this Agreement.

8. This Agreement may be amended only in writing by mutual consent of parties.

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Chair of the Board of County Commissioners of Nassau County, Florida this 9th day of January, 2023.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


By: Klynt Farmer
ITS: Chairman

Attest as to authenticity of
Chairman's Signature:


JOHN A. CRAWFORD
Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney:

Denise C. May

DENISE MAY

NASSAU COUNTY COUNCIL
ON AGING, INC.

Janice Ancrum

By: JANICE ANCRUM
ITS: EXECUTIVE DIRECTOR