## BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM3281

GENERAL INFORMATION Requesting Department: OMB	T			
Contact Person: <u>Chris Lacambra</u>				
Telephone: 904-530-6010	Fax: () _			
Email: <u>clacambra@nassaucountyfl.</u>	com_			
CONTRACTOR INFORMA  Name: _Micah's Place	TION			
Address: PO Box 16287		Beach	FL State	32035
Contractor's Administrator Name: _	City Heather Jones	Title: <u>Exe</u>		Zip
Telephone: <u>(904)432-3481</u> Fa	x: ( <u>904</u> ) <u>225-9978</u>	Email: hjc	nes@micahsplace.c	org
Authorized Signatory Name: Heath	er Jones-Executiv	ve Director	R (NAME AND EMAIL AD	DDRESS)
Authorized Signatory Email: hjones	(a)micansplace.or	<u>g</u>		- · · ·
CONTRACT INFORMATIO Contract Name: Micah's Place	)N			
Description: Not-for-profit funding GOODS AND/OR S	agreement for F'	Y22/23 URED, PHYSICA	L LOCATION, ETC.	
Total Amount of Contract: _\$50,000 APPROXIMATE IF NECESSARY	)			
Source of Funds:   ⊠ County □ State	□ Federal □ O	ther	Account: <u>01692</u>	2569-582042
Authorized Signatory: Klynt Farm	er, BOCC Chairn	nan	E OE BOCC	
Contract Dates: From: 10/1/2022 to:				
Status: ⊠ New □Renew □Amen				
How Procured: ☐ Exemption ☐ S ☐ Piggyback ☐ Quotes ☒ Other	Sole Source 🗆 Sir			
If Processing an Amendment Contract #:Increas		isting Contr	act:	
New Contract Dates:to	Total	or Amended	Amount:	
	Continued on i	next page		

Review/Complete before sending	iew/Complete before sending contract for final signature  Requirement  Description  Complete By					
Requirement	Description					
Contract, Exhibits and Appendices	<ol> <li>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</li> <li>All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.</li> </ol>					
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

12/ 1/ 2022		
Date 12/1/2022	17	12/1/2022
Date 12/1/2022		
Date 12/2/2022	as	12/2/2022
Date		
GER - FINAL SIGN	ATURE A	PPROVAL
12/2/2022		
	Date 12/1/2022  Date 12/1/2022  Date 12/2/2022	Date 12/2/2022  Date 12/2/2022

## FUNDING AGREEMENT FOR FISCAL YEAR 2022-2023 FOR MICAH'S PLACE

THIS AGREEMENT is entered into this 9th day of January, 2023, by and between the BOARD OF COUTNY COMMISSIONERS OF NASSAU COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and MICAH'S PLACE, P.O. Box 16287, Fernandina Beach, Florida, 32035, hereinafter referred to as "Micah's".

WHEREAS, it is in the best interest of the citizens of Nassau County, Florida that Micah's continue, and work with the citizens to provide prevention and intervention services for victims of domestic violence within Nassau County, Florida; and

WHEREAS, Micah's now maintains services for the affected 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 fifty-thousand dollars (\$50,000.00), which shall be paid in quarterly installments, during the months of December, February, May and August of the fiscal year, Micah's 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 citizens of Nassau County, Florida.
- 2. Micah's shall submit simultaneously to the County Manager and the Clerk an annual accounting acceptable to the Clerk on or before December 31st of each fiscal year in which Micah's received funding from the Additionally, Micah's shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of Micah's to provide the annual accounting record 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 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.

- 5. This Agreement may be amended only in writing by mutual consent of both parties.
- 6. In performing its obligations under this Agreement, Micah's 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 Micah's to satisfactorily comply with the terms of this Agreement may result in a cessation of payment, pursuant to the terms of this Agreement.

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

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY FLORIDA

By: Klynt Farmer Its: Chairman

ATTEST as to authenticity of Chair's signature:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Contract No.: CM3281

Approved as to form by the Nassau County Attorney

Denise C. May

DENISE MAY

MICAH'S PLACE

Hoderfor

Print: Heather Jones

ITS: EXECUTIVE DIRECTOR