

CS-22-101

# BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.  
**CM3294**

## GENERAL INFORMATION

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

## CONTRACTOR INFORMATION

Name: Nassau County Economic Development Board, Inc.  
Address: 76346 William Burgess Blvd. Yulee FL 32097  
City State Zip  
Contractor's Administrator Name: Sherri Mitchell Title: Executive Director  
Telephone: (904)225-8878 Fax: ( ) \_\_\_\_\_ Email: sherri@nassauflorida.com

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

Authorized Signatory Name: Sherri Mitchell-Executive Director  
Authorized Signatory Email: sherri@nassauflorida.com

## CONTRACT INFORMATION

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

Total Amount of Contract: \$150,000  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other \_\_\_\_\_ Account: 01692552-582011

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*

<b>CHECKLIST</b>		
<i>Review/Complete before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>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.	
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 12/8/2022  
 Department Head/Contract Manager Date  
 Nassau Schools 12/9/2022 *JP* 12/9/2022
2. Procurement Date  
 Chris Lacambra 12/9/2022
3. Office of Mgmt & Budget Date  
 Denise C. May 12/12/2022 *DM* 12/9/2022
4. County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Popey AICP 12/12/2022  
 County Manager Date

**FUNDING AGREEMENT FOR FISCAL YEAR 2022/2023**

**THIS AGREEMENT** is entered into this 9<sup>th</sup> 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 the "Board", and the **NASSAU COUNTY ECONOMIC DEVELOPMENT BOARD, INC.**

**WHEREAS**, the Nassau County Economic Development Board, Inc., has been formed to further economic development in Nassau County; and

**WHEREAS**, the Board desires successful economic development within Nassau County that will leverage Nassau County's competitive market position by attracting new business and fostering business expansion; and

**WHEREAS**, the Board is desirous of entering into a funding agreement with the Nassau County Economic Development Board, Inc. in order to further the economic efforts in Nassau County.

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

1. The Nassau County Economic Development Board, Inc. shall forge a public/private partnership between the County Political Subdivision(s) and the local business community.
2. The Nassau County Economic Development Board, Inc., shall be responsible for economic development in the County. This responsibility includes serving as the point of contact and intake for applicants seeking to utilize the local economic development grant incentive program pursuant to Nassau County Ordinance 2015-02, a copy of which is attached hereto as Attachment "A". However, the Nassau County Economic Development Board, Inc. does not have authority to negotiate any local incentive/grant beyond that established in Ordinance 2015-02, or, any other incentive/grant that requires the payment of monies by the County or that utilizes County funds/assets to warranty an incentive/grant without first obtaining written approval from the County.
3. The Nassau County Economic Development Board, Inc., shall actively seek to generate new industry and jobs.
4. The Nassau County Economic Development Board, Inc., shall assist new business relocation to the County.

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5. The Nassau County Economic Development Board, Inc., shall develop a multi-faceted funding program for the Nassau County Economic Development Board, Inc. and its economic development activity. The Nassau County Economic Development Board, Inc. shall, by May 1<sup>st</sup> annually, provide the County Manager with a report outlining the funding program and economic development activity.
6. The Nassau County Economic Development Board, Inc., shall communicate/explain to the community at large the concept of planned economic development as a necessity to the maintenance of the present quality of life for the residents of Nassau County. This must include every constituency in the County. There must be an understanding of what constitutes economic development, its many benefits, and what the future holds without it.
7. The Nassau County Economic Development Board, Inc., shall develop a comprehensive program to assist, encourage, facilitate, and assist existing businesses to continue to operate or to expand their operations, thus leading to enhanced employment opportunities.
8. The Nassau County Economic Development Board, Inc. shall annually develop a marketing outreach plan that will identify, attract, and recruit new businesses and industries to Nassau County and provide a copy to the County Manager.
9. For the sum of one-hundred fifty thousand dollars (\$150,000), which shall be paid in quarterly installments, during the month of December, February, May and August, the Nassau County Economic Development Board, Inc. agrees to provide the services outlined in the Agreement for the benefit of the residents of Nassau County, Florida. Appropriations necessary for the funding of this Agreement beyond Fiscal Year 2022/2023 shall be subject to the budget and appropriation by the County during the regular budget process.
10. The Nassau County Economic Development Board, Inc. shall submit simultaneously to the County Manager and the Clerk an annual accounting acceptable to the Clerk on or before May 1<sup>st</sup> of each Fiscal Year in which the Nassau County Economic Development Board, Inc. receives funding from the County. Additionally, the Nassau County Economic Development Board, Inc. shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the Nassau County Economic Development Board, Inc. 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.

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11. The Nassau County Economic Development Board, Inc., shall make appearances before the Board at the Board's request and may any reports deemed necessary by both boards.
12. The Board shall have the right to appoint one member to serve on the Nassau County Economic Development Board, Inc.
13. The Nassau County Economic Development Board, Inc. will not perform any of the services set forth herein for any other association, governmental body or entity.
14. The Executive Director of the Economic Development Board shall not perform any services for any other association, governmental body or entity, unless that association, governmental body, or entity is charged for his or her services and further that the Executive Director shall not perform any other services if the performance of those services in any way causes him or her not to devote the majority of time to economic development in Nassau County.
15. The Nassau County Economic Development Board, Inc. shall comply with the provisions of Section 119.07, Florida Statutes, Section 286.011, Florida Statutes, except those records, pursuant to Section 288.075, Florida Statutes, that are deemed confidential and exempt from Section 119.07(1), Florida Statutes.
16. The term of this Agreement shall commence on October 1, 2022 and terminate on September 30, 2023. This Agreement may be amended in writing from time to time by mutual written consent of the parties.
17. 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 this Agreement and may result in termination of this Agreement.
18. A breach of any of the provisions of this Agreement may cause the Board to terminate this Agreement. Further, the Board may terminate this Agreement, for other than a breach, by providing thirty (30) days written notice to the Nassau County Economic Development Board, Inc.

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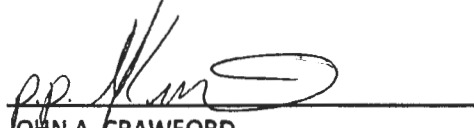
IN WITNESS WHEREOF, the parties hereto have caused the foregoing Agreement to be executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



Klynt Farmer  
Its: Chairman

Attest to the authenticity of the  
Chairman's signature:



JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

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

*Denise C. May*

DENISE MAY

NASSAU COUNTY ECONOMIC  
DEVELOPMENT BOARD, INC.

*Sherri Mitchell*

Print: Sherri Mitchell  
Its: Executive Director

Initials: SM

Initials: 