

CS-23-014

CONTRACT TRACKING NO. CM3539

BOCC CONTRACT APPROVAL FORM

SECTION 1 - GENERAL INFORMATION

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

SECTION 2 - VENDOR INFORMATION

Name: Boys and Girls Club of Nassau County Foundation, Inc.
Address: PO Box 16003
City: Fernandina Beach State: FL Zip Code: 32035
Vendor's Administrator Name: Ann Moser Title: Executive Vice President
Telephone: (904) 261-8666 Email: aemoser@me.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Ann Moser
Authorized Signatory Email: aemoser@me.com
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Boys and Girls Club of Nassau County Foundation, Inc.
Type: New Contract Work Authorization Supplemental Agreement
Short Description of Product(s)/Service(s) Being Requested: Funding Agreement
(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other _____
Total Amount of Contract: \$100,000 (Estimate if necessary)
Account Number: 01692564-582202
Source of Funds: County State Federal Other: _____
County Authorized Signatory: BOCC Chairman County Manager
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE

Insurance Category: Category L Category M Category H Other: NA
Risk Manager Initials: _____

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: _____ Amendment No: _____
Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
Increased Amount to Existing Contract: _____ (if any) Total with Amended Amount: _____
Account Code Change From: _____ To: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Chris Lacambra 10/16/2023
Department Head/Contract Manager Date

3. _____ Date
Procurement

10/16/2023

(Signature required only if procurement related)

2. Chris Lacambra 10/16/2023
Office of Mgmt. & Budget Date

4. Denise C. May 10/18/2023
County Attorney Date

(F)

10/18/2023

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Tara E. Popy AICP 10/18/2023
County Manager Date

**FUNDING AGREEMENT FOR BOYS AND GIRLS CLUB OF NASSAU COUNTY
FOUNDATION, INC.
FISCAL YEAR 2023/2024**

THIS AGREEMENT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “County”, and **BOYS AND GIRLS CLUB OF NASSAU COUNTY FOUNDATION, INC.**, P.O. Box 16003, Fernandina Beach, Florida 32035, hereinafter referred to as “Foundation”.

WHEREAS, the Foundation provides funding for services for children in Nassau County, Florida; and

WHEREAS, the County recognizes that it is in the best interest of the citizens of Nassau County, Florida, that the Foundation continues to provide funding for services for children in Nassau County, Florida; and

WHEREAS, the County is desirous of entering into a funding agreement with the Foundation in order to fund said services.

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

SECTION 1. RECITALS.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. FUNDING.

2.1. For the services outlined in this Agreement, the County shall pay the Foundation the sum of one hundred thousand dollars (\$100,000.00), which shall be paid in quarterly installments, during the months of December, February, May and August of the fiscal year. The Foundation will provide the funds to the Boys and Girls Club of Nassau County for services to be provided by the Boys and Girls Club of Nassau County. Appropriations necessary for the funding of this Agreement beyond the FY 2023/2024 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 children by the Foundation.
- b. The funds received by the Foundation from the County will be distributed to

the Boys and Girls Club of Nassau County. The funds will be used to benefit the programs and services for the children of Nassau County, Florida.

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

2.3 The Foundation 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 the Foundation received funding from the County. Additionally, the Foundation shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the Foundation 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.

SECTION 3. TERM OF AGREEMENT AND OPTION TO AMEND.

3.1 The term of this Agreement shall commence on October 1, 2023 and terminate on September 30, 2024, unless terminated by either party thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.

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

SECTION 4. THE AMERICANS WITH DISABILITIES ACT, FLORIDA PUBLIC RECORDS LAW.

4.1 All facilities, programs and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, or 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 termination of this Agreement.

4.2 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090,
RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE,**

SUITE 6, YULEE, FLORIDA 32097. Under this Agreement, to the extent that the Foundation is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Foundation shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Foundation does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Foundation or keep and maintain public records required by the County to perform the service. If the Foundation transfers all public records to the County upon completion of the Agreement, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps and maintains public records upon completion of the Agreement, the Foundation shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4.3 A request to inspect or copy public records relating to the County's agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Foundation of the request, and the Foundation shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

4.4 If the Foundation does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

4.5 If the Foundation fails to provide the public records to the County within a reasonable time, the Foundation may be subject to penalties under Section 119.10, Florida Statutes.

4.6 If a civil action is filed against the Foundation to compel production of public records relating to the Agreement, the Court shall assess and award against the Foundation the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Foundation unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Foundation has not complied with the request, to the County and to the Foundation.

4.7 A notice complies with this Section, if it is sent to the County's custodian of public records and to the Foundation at the Foundation's address listed on its Agreement with the County or to the Foundation's registered agent. Such notices shall be sent to the address listed above for each party.

4.8 If the Foundation complies with a public records request within eight (8) business days after the notice is sent, the Foundation is not liable for the reasonable costs of enforcement.

SECTION 5. TERMINATION.

5.1 If the Foundation fails to perform any of its obligations under this Agreement, and if such default remains uncured for more than fifteen (15) days after written notice was provided by the County, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement and cessation of payment.

5.2 The County reserves the right to terminate this Agreement in whole or part by giving the Foundation written notice at least thirty (30) days prior to the effective date of termination.

SECTION 6. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS.

6.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all

Contract No.: CM3539

litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

6.2 The Foundation shall comply with any applicable regulatory requirements including federal, state, and local laws, rules, regulations codes, orders, criteria and standards.

SECTION 7. NO ASSIGNMENT.

7.1 The Foundation shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

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 _____, 2023.

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

TACO E. POPE, AICP, COUNTY MANAGER

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

Denise C. May

DENISE C. MAY

**BOYS AND GIRLS CLUB OF
NASSAU COUNTY FOUNDATION, INC.**

Ann Moser

Print: Ann E. Moser
ITS: EXECUTIVE VICE PRESIDENT

Certificate Of Completion

Envelope Id: 5C127934516B4453AE151C8CE878596F	Status: Completed
Subject: Complete with DocuSign: CM3539 Boys and Girls Club.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 7
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Megan Sawyer
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	msawyer@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Megan Sawyer	Location: DocuSign
10/16/2023 12:41:50 PM	msawyer@nassaucountyfl.com	

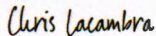
Signer Events

Signature	Timestamp
chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 10/16/2023 12:45:35 PM Viewed: 10/16/2023 1:31:01 PM Signed: 10/16/2023 1:31:27 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

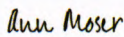
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 10/16/2023 1:31:28 PM Viewed: 10/16/2023 2:02:25 PM Signed: 10/16/2023 2:03:07 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 10/16/2023 2:03:09 PM Viewed: 10/16/2023 2:04:25 PM Signed: 10/16/2023 2:04:36 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ann Moser aemoser@me.com Security Level: Email, Account Authentication (None)		Sent: 10/16/2023 2:04:37 PM Viewed: 10/16/2023 7:49:49 PM Signed: 10/17/2023 5:13:21 PM
Signature Adoption: Pre-selected Style Using IP Address: 73.224.82.43		

Electronic Record and Signature Disclosure:
Accepted: 11/10/2021 1:25:17 PM
ID: bd51ec83-6941-4ebe-b1f7-bbbe854a6477

Signer Events	Signature	Timestamp
<p>Abigail F. Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>AFJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/17/2023 5:13:22 PM Viewed: 10/18/2023 9:59:28 AM Signed: 10/18/2023 9:59:36 AM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile</p>	<p>Sent: 10/18/2023 9:59:37 AM Viewed: 10/18/2023 10:38:26 AM Signed: 10/18/2023 10:38:41 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/18/2023 10:38:43 AM Viewed: 10/18/2023 10:44:01 AM Signed: 10/18/2023 10:44:08 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 10/18/2023 10:44:09 AM</p>
<p>Procurement Department bocccprocurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 10/18/2023 10:44:10 AM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events**Status****Timestamps**

Envelope Sent	Hashed/Encrypted	10/16/2023 12:45:35 PM
Certified Delivered	Security Checked	10/18/2023 10:44:01 AM
Signing Complete	Security Checked	10/18/2023 10:44:08 AM
Completed	Security Checked	10/18/2023 10:44:10 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.