

CS-23-025

CONTRACT TRACKING NO. CM3528

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: Nassau County Soil & Water Conservation
 Address: PO Box 753
 City: Callahan State: FL Zip Code: 32097
 Vendor's Administrator Name: Cari Cahill Title: District Coordinator
 Telephone: (904) 879-3372 Email: ncswcd@gmail.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Dean Woehrle
 Authorized Signatory Email: ncswcd@gmail.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: Nassau County Soil & Water Conservation
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Not-for-profit 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: \$26,525 (Estimate if necessary)
 Account Number: 01372537-581000
 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. <u>Chris Lacambra</u> <u>10/10/2023</u>
Department Head/Contract Manager Date | 3. _____
Procurement Date
<i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacambra</u> <u>10/10/2023</u>
Office of Mgmt. & Budget Date | 4. <u>Denise C. May</u> <u>10/23/2023</u> <u>RFJ</u>
County Attorney Date |

10/10/2023

10/23/2023

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
Taco E. Poppy AICP 10/23/2023
 County Manager Date

**FUNDING AGREEMENT FOR NASSAU COUNTY SOIL AND WATER
CONSERVATION DISTRICT
FISCAL YEAR 2023-2024**

THIS AGREEMENT is entered 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 **NASSAU COUNTY SOIL AND WATER CONSERVATION DISTRICT**, P.O. Box 753, Callahan, Florida 32011, hereinafter referred to as “District”.

WHEREAS, the District was established in 1950 by the Florida Legislature as a governmental subdivision of the State of Florida pursuant to Chapter 582, Florida Statutes, for the purpose of promoting and encouraging the wise use, management and general conservation of the County’s soil, water and related natural resources; and

WHEREAS, the District is committed to preserving and enhancing the quality of life in Nassau County through conservation of its natural resources; and

WHEREAS, annually the County, covenants to budget and appropriate budget funds for the operation of the District.

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 District the sum of twenty-six thousand five hundred twenty-five dollars (\$26,525.00), which shall be paid in quarterly installments during the months of December, February, May and August, the District does hereby agree to perform

services that will benefit the residents of Nassau County, Florida, to include, but not be limited to, continuing the present level of services, as of the date of this Agreement, provided for the residents of Nassau County, Florida. Appropriations necessary for the funding of this Agreement beyond Fiscal Year 2023/2024 shall be subject to the budget and appropriation by the County during the regular budget process.

2.2 In performing its obligation under this Agreement, the District 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 District 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 District received funding from the County. Additionally, the District shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the District 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.

2.4 Failure of the District to satisfactorily comply with the terms of this Agreement may result in a cessation of payment, pursuant to the terms of this Agreement.

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 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 contract and may result in termination of this Agreement.

4.2 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'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 District is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the District 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 District 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 District or keep and maintain public records required by the County to perform the service. If the District transfers all public records to the County upon completion of the Agreement, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and maintains public records upon completion of the Agreement, the District 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 contract 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 District of the request, and the District 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 District 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 District fails to provide the public records to the County within a reasonable time, the District may be subject to penalties under Section 119.10, Florida Statutes.

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

(a) The Court determines that the District 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 District has not complied with the request, to the County and to the District.

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

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

SECTION 5. TERMINATION.

5.1 If the District 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 District 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 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 District 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 District 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
ITS: DESIGNEE

Approved as to form and legality
by the Nassau County Attorney

Denise C. May

DENISE C. MAY

**NASSAU COUNTY SOIL AND WATER
CONSERVATION DISTRICT**

Dean Woehrle

Print: Dean Woehrle
ITS: CHAIRMAN

Certificate Of Completion


Envelope Id: 497ED3F4227A4501AB75E6A63A59C649	Status: Completed
Subject: Complete with DocuSign: CM3528 Nassau County Soil and Water Conservation DocuSign 10-10-23.pdf	
Source Envelope:	
Document Pages: 8	Signatures: 7
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope 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
10/10/2023 4:07:48 PM	msawyer@nassaucountyfl.com	

Signer Events

Signer Events	Signature	Timestamp
chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>chris lacambra</i>	Sent: 10/10/2023 4:21:17 PM Viewed: 10/10/2023 4:23:29 PM Signed: 10/10/2023 4:23:34 PM
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: 10/10/2023 4:23:35 PM Viewed: 10/10/2023 4:26:42 PM Signed: 10/10/2023 4:27:14 PM
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)	<i>chris lacambra</i>	Sent: 10/10/2023 4:27:15 PM Viewed: 10/10/2023 4:29:59 PM Signed: 10/10/2023 4:30:04 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Dean Woehrl ncswcd@gmail.com Security Level: Email, Account Authentication (None)	<i>Dean Woehrl</i>	Sent: 10/10/2023 4:30:05 PM Viewed: 10/17/2023 2:35:44 PM Signed: 10/23/2023 1:27:48 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Electronic Record and Signature Disclosure:
Accepted: 10/17/2023 2:35:44 PM
ID: 12aac7b3-7e06-473d-85f2-d24ea648b850

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: 10/23/2023 1:27:53 AM Viewed: 10/23/2023 1:37:35 PM Signed: 10/23/2023 1:37:45 PM</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: 10/23/2023 1:37:46 PM Viewed: 10/23/2023 1:55:29 PM Signed: 10/23/2023 1:55:49 PM</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: 10/23/2023 1:55:51 PM Viewed: 10/23/2023 5:04:28 PM Signed: 10/23/2023 5:04:33 PM</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>	<p>COPIED</p>	<p>Sent: 10/23/2023 5:04:36 PM Viewed: 10/24/2023 8:27:12 AM</p>
<p>Procurement Department bocprocurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 10/23/2023 5:04:37 PM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/10/2023 4:21:17 PM
Certified Delivered	Security Checked	10/23/2023 5:04:28 PM
Signing Complete	Security Checked	10/23/2023 5:04:33 PM
Completed	Security Checked	10/23/2023 5:04:37 PM

Payment Events	Status	Timestamps
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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.