

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.
CM3792

SECTION 1 - GENERAL INFORMATION
 Requesting Department: OMB Contact Person: Chris Lacambra
 Telephone: (904) 530-6010 Email: clacambra@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Barnabas Center, Incorporated
 Address: 1303 Jasmine Street, #101
 City: Fernandina Beach State: FL Zip Code: 32034
 Vendor's Administrator Name: Tania R. Yount Title: Chief Development Officer
 Telephone: (904) 261-7000 Email: tyount@barnabasnassau.org

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Jamie Reynolds Title: President/CEO
 Authorized Signatory Email: jreynolds@barnabasnassau.org
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR, OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)


SECTION 4 - CONTRACT INFORMATION
 Contract Name: Barnabas Center, Incorporated
 Short Description of Product(s)/Service(s) Being Requested: Nonprofit Funding Agreement FY2024/2025
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
 Other: _____
 Amount of Initial Contract Term: \$40,000
 Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
 Year 3: _____ Year 4: _____
 Total Amount of Contract (Initial Term + Renewal Options): _____ (Estimate if necessary)
 Account Number: 01692564-582010
 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 Extension with Increase Time Only Extension Additional Scope
 Supplemental Agreement Other: _____
 Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____
 New Contract Amount including this Amendment: _____
 Account Code Change From: _____ To: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|--|
| 1. <u>Chris Lacambra</u> <u>10/25/2024</u>
Department Head/Contract Manager Date | 3. _____
Procurement Date |
| 2. <u>Chris Lacambra</u> <u>10/25/2024</u>
Office of Mgmt. & Budget Date | 4. <u>Denise C. May, Esq., BCS</u> <u>10/29/2024</u>
County Attorney Date |
- (Signature required only if procurement related)*

COUNTY MANAGER - FINAL SIGNATURE APPROVAL


 County Manager Date 10/29/2024

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FUNDING AGREEMENT FOR BARNABAS CENTER, INCORPORATED
FISCAL YEAR 2024/2025

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 **BARNABAS CENTER, INCORPORATED**, 1303 Jasmine Street, Suite 101, Fernandina Beach, Florida, 32034, hereinafter referred to as “Center”.

WHEREAS, the Center provides services for the economically deprived residents of Nassau County, Florida; and

WHEREAS, the County recognizes that it is in the best interest of the citizens of Nassau County, Florida, that the Center continues to provide services for the economically deprived residents of Nassau County, Florida; and

WHEREAS, the County is desirous of entering into a funding agreement with the Center, 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 Center the sum of Forty Thousand Dollars and 00/100 (\$40,000.00), which shall be paid in quarterly installments, during the months of December, February, May and August of the fiscal year. Appropriations necessary for the funding of this Agreement beyond FY 2024/2025 shall

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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 provided as of the date of this Agreement for the citizens of Nassau County, Florida.

2.2 In performing its obligation under this Agreement, the Agency 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 Center 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 Center received funding from the County. Additionally, the Center shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the Center 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, 2024 and terminate on September 30, 2025, 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

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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 CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CENTER’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 Center is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Center 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 Center

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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 Center or keep and maintain public records required by the County to perform the service. If the Center transfers all public records to the County upon completion of the Agreement, the Center shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Center keeps and maintains public records upon completion of the Agreement, the Center 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 Center of the request, and the Center 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 Center 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 Center fails to provide the public records to the County within a reasonable time, the Center may be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

SECTION 5. TERMINATION.

5.1 If the Center 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 Center 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,

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

SECTION 8. HUMAN TRAFFICKING AFFIDAVIT.

8.1 In accordance with Section 787.06, Florida Statutes, the Center shall provide the County with an affidavit, on a form approved by the County, signed by an officer or a representative of the Center under penalty of perjury attesting that the Center does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

[The remainder of this page intentionally left blank.]

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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 _____, 2024.

NASSAU COUNTY, FLORIDA



TACO E. POPE, AICP, COUNTY MANAGER
Its: Designee
Date: 10/29/2024

Approved as to form and legality
By the Nassau County Attorney

Denise C. May, Esq., BCS

DENISE C. MAY

BARNABAS CENTER, INCORPORATED

Jamie Reynolds

By: Jamie Reynolds
Its: President/CEO
Date: 10/28/2024



Certificate Of Completion

Envelope Id: 5EAC3DBD-BCEF-4AA1-A3B2-0E1DD1FD4400 Status: Completed
Subject: Completed via DocuSign 10/29/24: CM3792 Barnabas Center, Inc. FY24/25 Funding Agreement \$40,000
Source Envelope: 8B9ED86A-FE15-420A-A419-036366CCF64E
Document Pages: 8 Signatures: 0 Envelope Originator:
Certificate Pages: 1 Initials: 0 Sharon Johns
AutoNav: Enabled sjohns@nassaucountyfl.com
Envelopeld Stamping: Enabled IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Sharon Johns Location: DocuSign
12/12/2024 4:26:12 PM sjohns@nassaucountyfl.com

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Services
BOCCCLerkServices@nassauclerk.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 12/12/2024 4:28:17 PM
Viewed: 12/13/2024 8:44:02 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/12/2024 4:28:17 PM
Certified Delivered	Security Checked	12/12/2024 4:28:17 PM
Signing Complete	Security Checked	12/12/2024 4:28:17 PM
Completed	Security Checked	12/12/2024 4:28:17 PM

Payment Events	Status	Timestamps
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