

RESOLUTION 2024- 191

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, APPROVING AN AGREEMENT BETWEEN NASSAU COUNTY, FLORIDA AND IMAGINE NASSAU, INC., A NOT-FOR-PROFIT CORPORATION AND SETTING FORTH THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF THE PARTIES; AND FURTHER DELEGATING TO THE COUNTY MANAGER THE AUTHORITY TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; PROVIDING FOR FINDINGS; AND AN EFFECTIVE DATE.

WHEREAS, Imagine Nassau, Inc., was established as a not-for-profit corporation in 2023 for the primary purpose to work directly with Nassau County to foster charitable and educational activities in Nassau County through the fundraising of charitable contributions and grants for the following programs and services provided by the County: Parks and Recreation, Animal Services, Fire Rescue Services and the Nassau County Conservation Land Acquisition and Management Program (hereinafter collectively “Programs and Services”); and

WHEREAS, the Nassau County Board of County Commissioners desires to work collaboratively with Imagine Nassau, Inc., to optimize resources, coordinate efforts for the betterment of above-referenced Programs and Services provided by Nassau County; and

WHEREAS, the Nassau County Board of County Commissioners recognizes that a partnership between the County and Imagine Nassau, Inc., will eliminate a duplication of efforts and will better accomplish the Parties’ separate and collective missions; and

WHEREAS, now therefore, the Nassau County Board of County Commissioners in order to further the above-referenced goals, desires to approve an Agreement between Nassau County and Imagine Nassau, Inc., which sets forth the respective rights and responsibilities of the Parties with respect to the fundraising of charitable contributions and grants for the Programs and Services and to delegate to the County Manager the authority to exercise all provisions contained therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, as follows:

SECTION 1. FINDINGS.

The above findings are true and correct and are hereby incorporated herein by reference.

SECTION 2. APPROVAL OF AGREEMENT.

The Agreement between Nassau County, Florida and Imagine Nassau, Inc., attached hereto as Attachment "A" and incorporated herein by this reference (the "Agreement") is hereby approved.

SECTION 3. DELEGATION OF AUTHORITY TO THE COUNTY MANAGER TO EXERCISE ALL PROVISIONS OF THE AGREEMENT.

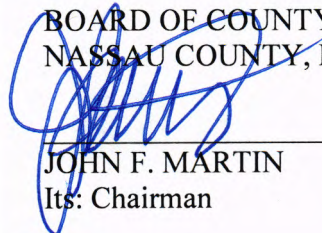
The County Manager is hereby delegated the authority to take all steps necessary to exercise all provisions contained in the Agreement.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its passage.

ADOPTED THIS 18th DAY OF December, 2024 BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



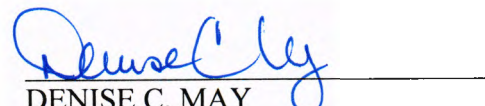
JOHN F. MARTIN
Its: Chairman

ATTEST as to Chairman's Signature:

Approved as to form:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk



DENISE C. MAY
County Attorney

**ATTACHMENT "A":
AGREEMENT BETWEEN NASSAU COUNTY, FLORIDA AND IMAGINE
NASSAU, INC.**

**AGREEMENT BETWEEN NASSAU COUNTY, FLORIDA
AND
IMAGINE NASSAU, INC.**

This Agreement (“Agreement”) is entered by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, (hereinafter “Nassau County” or “County”) and Imagine Nassau, Inc., a Florida not-for-profit corporation, (hereinafter “Imagine Nassau”)(collectively known as “Parties”) on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, Imagine Nassau was established as a not-for-profit corporation in 2023 for the primary purpose to work directly with Nassau County to foster charitable and educational activities in Nassau County through the fundraising of charitable contributions and grants for the following programs and services provided by the County: Parks and Recreation, Animal Services, Fire Rescue Services and the Nassau County Conservation Land Acquisition and Management Program (hereinafter collectively “Programs and Services”); and

WHEREAS, the County desires to work collaboratively with Imagine Nassau to optimize resources, coordinate efforts for the betterment of above-referenced Program and Services provided by Nassau County; and

WHEREAS, the County recognizes that a partnership between the County and Imagine Nassau will further eliminate duplication of efforts and will better accomplish the Parties’ separate and collective missions; and

WHEREAS, now therefore, pursuant to Resolution 2024-____, the Nassau County Board of County Commissioners Chairman authorized the execution of this Agreement between the County and Imagine Nassau to formalize the understanding between the Parties and to optimize resources and coordinate efforts.

NOW THEREFORE, in consideration of the mutual promises, obligations and covenants contained in this Agreement, the sufficiency which is hereby acknowledged, the County and Imagine Nassau hereby agree as follows:

SECTION 1. GENERAL PROVISIONS.

1.1 Imagine Nassau is a 501(c)(3) of the Internal Revenue Code not-for-profit corporation organized under the laws of the State of Florida with the principal mission as set forth in its Articles of Incorporation to foster charitable contributions and grants for the Programs and Services.

1.2 The purpose of this Agreement is (1) to formalize the relationship between the County and Imagine Nassau with the understanding that Imagine Nassau shall work directly with the County in order to foster charitable contributions and grants for the Programs and Services and (2) to delineate the respective rights and responsibilities of the County and Imagine Nassau in order to avoid misunderstandings or miscommunications, improve management, optimize

resources, increase efficiencies and eliminate duplication of efforts in the conduct of their affairs so as to better accomplish their separate and collective missions to conserve, preserve, restore, enhance and improve the Programs and Services.

SECTION 2. OBLIGATIONS OF IMAGINE NASSAU.

2.1 Imagine Nassau shall:

2.1.1 Act as the County's official promoter and fundraising arm to raise monies for the benefit of the Programs and Services with the understanding that the County may at any time receive and accept funds or other donations from other groups, associations, organizations or affiliations for the benefit of the Programs and Services.

2.1.2 Upon approval by the County, direct various fundraising activities to the general public or targeted groups, including but not limited to lectures, concerts, receptions and dinners for the Programs and Services.

2.1.3 Upon approval of the County, establish a donor recognition program, to thank and acknowledge donors to the Programs and Services.

2.1.4 Present a positive, professional, and wholesome image, and refrain from activities, actions, or communications that are vulgar, offensive, discriminatory, or derisive of any person or groups of persons, including, but not limited to: (1) promoting the use of illegal or controlled substances; (2) excessive use of alcohol; (3) sexually explicit; (4) negative statements regarding any person or persons based on race, color, religion, national origin, sex, age, marital status, disability, or familial status.

2.1.5 Obtain authority on the placement of public messages and/ or signage for any sponsorship, promotion, or donation upon County property.

2.1.6 Direct to the County for the County's response any questions from citizens regarding County policies, fees, or other matters pertaining to Imagine Nassau or the activities of Imagine Nassau.

2.1.7 Refer media inquiries regarding County operations including the any inquiries relating to the Programs and Services to the County.

2.1.8 As part of each event in support of the Programs and Services, prepare and submit to the County Manager a comprehensive fund-raising plan for the promotion of the Programs and Services which shall include the proposed expenditures. The proposed fund-raising plan of Imagine Nassau for the Programs and Services shall be subject to approval by the County, through the County Manager's Office, and may be amended from time to time with the approval of the County Manager's Office. Imagine Nassau may thereafter undertake and purchase, on behalf of the County, fund raising plan activities and services for the Programs and Services that are in conformance with the approved fund-raising plan. The County's approvals shall be based upon the compliance with the approved budget and the County's financial and procurement policies and procedures.

2.1.9 Discharge their duties and responsibilities without favor or prejudice toward any person or group. Members shall not allow personal or business relationships to impact their conduct or decisions in connection with this agreement and shall not lend their influence towards the advancement of personal interests or towards the advancement of the interests of Imagine Nassau or business associates. This provision is not intended to prevent Imagine Nassau or its members from having an affiliation with any business, professional, or special interest organization.

2.1.10 Comply with Chapter 286, Florida Statutes, Florida's Government in the Sunshine Law.

2.1.11 Abide by Local, State, and Federal laws, rules and other regulations, and all County ordinances and policies as well as the By-laws, policies, and any mission statements of Imagine Nassau.

2.1.12 Maintain its 501(c)(3) IRS tax exempt status and provide the County with a copy of all forms or other documents submitted to the IRS for the purpose of maintaining IRS tax exempt status.

2.1.13 Disband and/or dissolve and/or change its corporate name upon termination of this Agreement, whether for cause or no cause, to allow for a new non-profit group to be established in the future. This provision shall survive the expiration or earlier termination of this Agreement.

2.1.14 Shall make available, upon dissolution, the distribution of previously raised monies and donor lists shall be made available to the County to allow for a new non-profit group to be established in the future provided that such distribution is an exempt purpose or public purpose within the meaning of Section 501(c)(3) of the Internal Revenue Service Code, or the corresponding section of any future Federal tax code.

SECTION 3. OBLIGATIONS OF COUNTY.

3.1 The County shall:

3.1.1 Provide Imagine Nassau office and meeting space in a designated area to support the operation of Imagine Nassau.

3.1.2 Provide and make County staff available to fill Imagine Nassau Board positions.

3.1.3 Provide training and support of Imagine Nassau volunteers.

3.1.4 Cooperate with Imagine Nassau in seeking approval for appropriate events on County property while complying with all County, State and Local rules. The County shall be the final authority regarding approval of any programs and/or events on County property.

3.1.5 Grant authority to Imagine Nassau to place donation boxes, membership information and other fundraising items within the County's facilities with the approval of the County. Donation boxes must be clearly marked to reflect that they belong to Imagine Nassau and

are for donations to Imagine Nassau for the benefit of the County. Collection and distribution of any funds to the County shall be the responsibility of Imagine Nassau.

3.1.6 Have the sole discretion and make the final decision on whether to accept or decline any and all gifts made to the County.

3.1.7 Provide either staffing or contract services for accounting, financial, operational, and audit support for Imagine Nassau. These services shall include, but not be limited to, providing financial software, developing budgets, inputting financial transactions, performing annual audits, and preparing any non-profit annual reporting documents. The cost of such staffing and contracts shall be the burden of the County, in support of Imagine Nassau and their support of the County's Programs and Services.

3.1.8 Provide either staffing or contract services for legal support for Imagine Nassau. The cost of such staffing and contracts shall be the burden of the County, in support of Imagine Nassau and their support of the County's Programs and Services.

3.1.9 Nothing herein shall be deemed to limit the rights and ability of the County to apply for any Local, State, Federal or private grant for the Programs and Services. To the extent necessary to fulfill the application requirements, the County agrees to coordinate with Imagine Nassau for grant applications. Likewise, Imagine Nassau may apply for grants in conjunction with approval from the County.

3.1.10 Nothing herein shall be deemed to limit the County's ability and authority to enter into agreements or contracts with other parties, whether public, private, for-profit or non-profit in order to advance the services under this Agreement.

3.1.11 Nothing herein shall be deemed to delegate the County's right to operate the County, or to manage and control the County's assets and/or facilities to Imagine Nassau.

SECTION 4. TERM.

4.1 This Agreement shall continue indefinitely and may be terminated by the County in accordance with the provisions set forth in Section 18.

SECTION 5. AGREEMENT ADMINISTRATOR.

5.1 The County Manager or designee shall act on behalf of the County as the Agreement Administrator in all matters pertaining to this Agreement. The President of Imagine Nassau (hereinafter the "Imagine Nassau President") or designee shall be the Agreement Administrator of Imagine Nassau in all matters pertaining to this Agreement. The two Agreement Administrators are authorized to act to carry out the provisions of this Agreement.

SECTION 6. ESTABLISHMENT OF ACCOUNT AND AUTHORIZATION FOR EXPENDITURE.

6.1 The County has established an account for the purpose of accepting cash donations

from Imagine Nassau and the County agrees to maintain such account. The account shall be known as the "Imagine Nassau Account," and shall bear its own individual account codes. The County agrees that only donations from Imagine Nassau will be deposited in the Imagine Nassau Account.

6.2 Expenditure of Imagine Nassau Account funds shall be only for Programs and Services as approved by the County.

SECTION 7. FINANCIAL REPORTS.

7.1 Imagine Nassau shall maintain financial and operating records according with its governing documents and generally accepted accounting principles.

SECTION 8. RIGHT TO AUDIT.

8.1 Imagine Nassau shall develop an acceptable reporting process agreeable to the County for the purpose of documenting adherence to Federal, State, and Local laws. The County shall have the right to audit financial transactions and Imagine Nassau shall maintain any and all adequate records, accounts and supporting documentation for a period of six (6) years ("Audit Period"). Access to these records, accounts, and supporting documents shall be provided to the County for audit, examination or copying purposes as often as the County may deem it necessary during the Audit Period. The County's right shall pertain likewise to any audits made by any other agency, whether Local, State, or Federal. If an audit is begun by the County during the Audit Period but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Section shall survive the expiration or earlier termination of this Agreement.

SECTION 9. INSURANCE.

9.1 Imagine Nassau shall provide appropriate and adequate insurance coverage, whenever Imagine Nassau operates a sanctioned event at a County facility. A sanctioned event shall mean any function operated by Imagine Nassau, held at any County facility, and which has been approved by the County.

9.2 Imagine Nassau agrees to procure appropriate and adequate insurance as directed by the County's Risk Manager.

SECTION 10. CONFLICT OF INTEREST.

10.1 Imagine Nassau shall maintain and abide by a conflict-of-interest policy adopted pursuant to the requirements of a 501(c)(3) organization. This policy shall include a prohibition of Imagine Nassau, officers, and directors receiving compensation for serving on the Board of Directors. Any such prohibition need not prohibit reimbursement for costs or expenses.

SECTION 11. GOVERNING LAW.

11.1 This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be solely in Nassau County, Florida.

SECTION 12. ASSIGNMENT.

12.1 This Agreement may not be assigned or subcontracted in whole or in part without the prior written consent of the County and any purported assignment shall be null and void.

SECTION 13. WAIVER OF PERFORMANCE.

13.1 A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of funds for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

SECTION 14. SEVERABILITY AND SURVIVABILITY.

14.1 This Agreement is to be construed as a whole and all parts of it are to be read and construed together. If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

SECTION 15. THIRD PARTY BENEFICIARIES/INDEPENDENT CONTRACTOR.

15.1 This Agreement is for the benefit of the County and Imagine Nassau. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. Imagine Nassau acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of the County.

SECTION 16. MODIFICATIONS.

16.1 This Agreement embodies the entire agreement and understanding between the Parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and Imagine Nassau expressly for that purpose.

SECTION 17. NOTICES.

17.1 All notices, demands, requests for approvals or other communications given by the Parties to another in connection with this Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Taco Pope, County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097

Imagine Nassau: Imagine Nassau, Inc.
Attn: Brady Rigdon, Imagine Nassau President
96135 Nassau Place, Suite 1
Yulee, Florida 32097

SECTION 18. TERMINATION.

18.1 Only the County may terminate this Agreement and may do so with or without cause upon no less than twenty-four (24) hours written notice to Imagine Nassau.

SECTION 19. FISCAL NON-FUNDING CLAUSE.

19.1 This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the County shall notify Imagine Nassau of such occurrence, and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to Imagine Nassau. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by Federal or State dollars which are reduced or become unavailable, the County shall notify Imagine Nassau of such occurrence and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to Imagine Nassau.

SECTION 20. MAINTENANCE OF RECORDS.

20.1 The County is a public agency subject to Chapter 119, Florida Statutes. Imagine Nassau, shall comply with the requirements of Chapter 119, Florida Statutes with respect to any documents, papers, and records made or received by Imagine Nassau in connection with this Agreement. **IF THE IMAGINE NASSAU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IMAGINE NASSAU'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.**

SECTION 21. ANTI-HUMAN TRAFFICKING AFFIDAVIT.

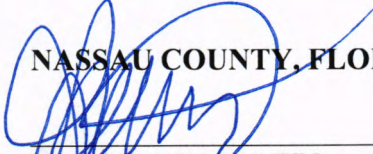
21.1 Imagine Nassau shall comply with all requirements of Section 787.06, Florida Statutes.

SECTION 22. HEADINGS.

22.1 Section headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

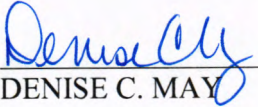
[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be deemed an original on the day and year last written below.


NASSAU COUNTY, FLORIDA


By: JOHN F. MARTIN
Its: Chairman
Date: **DEC 18 2024**

Approved as to form and legality by the
Nassau County Attorney



DENISE C. MAY

IMAGINE NASSAU, INC.



By: Brady Rigdon
Its: President
Date: 12/16/2024