

FUNDING AGREEMENT FOR FISCAL YEAR 2021/2022
FOR BARNABAS CENTER

THIS AGREEMENT entered into this 27 day of October, 2021, by and between the **BOARD OF COUTNY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **BARNABAS CENTER**, 1303 Jasmine Street, Suite 101, Fernandina Beach, Florida, 32034, hereinafter referred to as "Center".

WHEREAS, it is in the best interest of the citizens of Nassau County, Florida that the Center continue to work with the economically deprived citizens of Nassau County, Florida; and

WHEREAS, the Center now maintains services for the economically deprived residents of Nassau County, Florida.

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

1. For the sum of twenty-five thousand (\$25,000.00), which shall be paid in quarterly installments, during the months of December, February, May and August of the fiscal year, the Center does hereby agree to perform services that will benefit the residents of Nassau County, Florida. Appropriations necessary for the funding of this Agreement beyond FY 2021/2022 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 provided

for the citizens of Nassau County, Florida.

2. 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.
3. 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 the Agreement and may result in cancellation of this Agreement.
4. The term of this Agreement shall commence on October 1, 2021 and terminate on September 30, 2022.
5. This Agreement shall be amended in writing from time to time by mutual consent of both parties.

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 27 _____
day of October _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Taco E. Pope, AICP

TACO E. POPE, AICP, COUNTY MANAGER
ITS: DESIGNEE

BARNABAS CENTER

Jamie Reynolds

Print: Jamie Reynolds

ITS: EXECUTIVE DIRECTOR

BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM3087

GENERAL INFORMATION

Requesting Department OMB/County Manager _____

Contact Person: Marshall Eyerman _____

Telephone: (904) 530-6011 Fax: () Email: meyerman@nassaucountyfl.com_

CONTRACTOR INFORMATION

Name: Barnabas Center _____

Address: 1303 Jasmine St, Suite 101 _____ Fernandina Beach FL 32034
City State Zip

Contractor's Administrator Name: Jamie Reynolds Title: President and CEO _____

Telephone: (904) 261-7000 Fax: () Email: jreynolds@barnabasnassau.org_

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

Authorized Signatory Name: Jamie Reynolds _____

Authorized Signatory Email: jreynolds@barnabasnassau.org _____

CONTRACT INFORMATION

Contract Name: Barnabas Center _____

Description: FY 2021/22 Not For Profit Funding Agreement _____
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: Quarterly Amount per Period: \$6,250 _____

Total Amount of Contract: \$25,000 _____
APPROXIMATE IF NECESSARY

Source of Funds: 01692564 582010 Termination/Cancellation: 9/30/2022 _____

Authorized Signatory: Taco Pope _____
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/1/21 to: 9/30/22 _____

Status: New _____ Renew _____ Amend# _____ WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount of Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amendment Amount: _____

Continued on next page

CHECKLIST		
<i>Complete and attach before sending contract for final signature</i>		
Requirement	Description	Certified Complete By
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.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
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.	Dept Cty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cty Atty
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.	Cty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cty Atty/Risk
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed in requirements	Dept
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.	Cty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- 1. Marshall Eyerman 10/25/2021
Department Head Date
- 2. [Signature] 10/25/2021
Procurement Date
- 3. Marshall Eyerman 10/27/2021 AR 10/26/2021
Office of Mgmt & Budget Date
- 4. Denise C. May, Esq., BCS 10/27/2021
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

- 5. Taco E. Poppy AICP 10/27/2021
County Manager Date

RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

BOCC CAF 9/15/2021

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department: Procurement: Office of Management & Budget: County Attorney: Contract Management: Clerk Finance