

CS-21-063

(Contract Management Use only)

CONTRACT TRACKING NO.

CM3088

# BOCC CONTRACT APPROVAL FORM

## GENERAL INFORMATION

Requesting Department OMB/County Manager \_\_\_\_\_

Contact Person: Marshall Eyerman \_\_\_\_\_

Telephone: ( 904 ) 530-6011 \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: meyerman@nassaucountyfl.com\_

## CONTRACTOR INFORMATION

Name: The Salvation Army \_\_\_\_\_

Address: 410 South 9<sup>th</sup> St \_\_\_\_\_ Fernandina Beach \_\_\_\_\_ FL \_\_\_\_\_ 32034  
City State Zip

Contractor's Administrator Name: Mary M. Moore \_\_\_\_\_ Title: Manager/Program Director\_

Telephone: (904 ) 225-1958 \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: mary.moore@uss.salvationarmy.org\_

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

Authorized Signatory Name: Mary Moore \_\_\_\_\_

Authorized Signatory Email: mary.moore@uss.salvationarmy.org \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: The Salvation Army \_\_\_\_\_

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: \$1,250 \_\_\_\_\_

Total Amount of Contract: \$5,000 \_\_\_\_\_

APPROXIMATE IF NECESSARY

Source of Funds: 01692564 582033 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: x New \_\_\_\_\_ Renew \_\_\_\_\_ Amend# \_\_\_\_\_ WA/Task Order

How Procured: Sole Source \_\_\_\_\_ Single Source \_\_\_\_\_ ITB \_\_\_\_\_ RFP \_\_\_\_\_ RFQ \_\_\_\_\_ Coop. \_\_\_\_\_ Other x \_\_\_\_\_

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

*Continued on next page*

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
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 11/3/2021  
Department Head Date
2. Marshall Eyerman 11/3/2021  
Procurement Date
3. Marshall Eyerman 11/3/2021  
Office of Mgmt & Budget Date
4. Denise C. May, Esq., BCS 11/3/2021  
County Attorney/Contracts Date

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**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Poppe AICP 11/4/2021  
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

**FUNDING AGREEMENT FOR FISCAL YEAR 2021/2022**  
**FOR THE SALVATION ARMY**

THIS AGREEMENT entered into this 4th day of November, 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 **THE SALVATION ARMY**, 410 South 9th Street, Fernandina Beach, Florida, 32034, hereinafter referred to as "Salvation Army".

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

**WHEREAS**, the Salvation Army 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 five thousand dollars (\$5,000.00), which shall be paid in quarterly installments, during the months of December, February, May and August of the fiscal year, the Salvation Army 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 Salvation Army shall submit simultaneously to the County Manager and the Clerk an annual accounting record acceptable to the Clerk on or before May 1<sup>st</sup> of each fiscal year in which the Salvation Army received funding from the County. Additionally, the Salvation Army shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the Salvation Army 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 4th day of November, 2021.

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

Taco E. Pope AICP  
TACO E. POPE, AICP, COUNTY MANAGER  
ITS: DESIGNEE  
Date: 11/4/2021

**THE SALVATION ARMY**

Leath Biggers  
Print: Leath Biggers  
ITS: EXECUTIVE DIRECTOR  
Date: 11/4/2021