

FUNDING AGREEMENT FOR FISCAL YEAR 2021/2022 FOR EPISCOPAL CHILDREN'S SERVICES, INC.

THIS AGREEMENT entered into this 7th day of December, 2021, 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 the **EPISCOPAL CHILDREN'S SERVICES, INC.**, 8443 Baymeadows Road, Suite 1, Jacksonville, Florida 32256, hereinafter referred to as "Agency".

WHEREAS, it is in the best interest of the citizens of Nassau County, Florida that the Agency's program continue; and

WHEREAS, the Agency provides quality child care to Nassau County, Florida's low-income children and parents.

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 twelve thousand one hundred fifty dollars (\$12,150.00), which shall be paid in quarterly installments, during the months of December, February, May and August, the Agency 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 economically deprived children and parents of Nassau County, Florida.

Contract No.:

2. The Agency 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 Agency received funding from the County. Additionally, the Agency shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the Agency 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 should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA). Failure to 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 cancellation of this Agreement.

4. The term of this Agreement shall commence October 1, 2021 and terminate 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 _____ day of 12/7/2021, 2021.

Contract No.:

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

Taco E. Pope AICP

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

EPISCOPAL CHILDREN'S SERVICES

Connie Stophel

Print: Connie Stophel
ITS: CHIEF EXECUTIVE OFFICER

Certificate Of Completion

Envelope Id: 49A183279EEC4AFBB10EE85F9A942FF1	Status: Completed
Subject: Please DocuSign: CM3096 - Episcopal - Non Profit - \$12,150	
Source Envelope:	
Document Pages: 6	Signatures: 7
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Marshall Eyerman
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	MEyerman@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Marshall Eyerman	Location: DocuSign
11/1/2021 10:55:18 AM	MEyerman@nassaucountyfl.com	

Signer Events

Signature	Timestamp
<p>Alan Rosen arosen@nassaucountyfl.com Interim OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p>Sent: 11/1/2021 10:59:58 AM Viewed: 11/2/2021 9:35:17 AM Signed: 11/2/2021 9:37:18 AM</p>
<p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

<p>Marshall Eyerman meyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p><i>Marshall Eyerman</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/2/2021 9:37:20 AM Viewed: 11/2/2021 12:24:44 PM Signed: 11/2/2021 12:24:58 PM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

<p>Marshall Eyerman MEyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p><i>Marshall Eyerman</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/2/2021 12:24:59 PM Viewed: 11/2/2021 12:25:25 PM Signed: 11/2/2021 12:25:31 PM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/5/2021 4:20:50 PM Viewed: 11/7/2021 1:48:18 PM Signed: 11/7/2021 1:48:26 PM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<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: 11/7/2021 1:48:30 PM Viewed: 11/7/2021 2:04:59 PM Signed: 11/7/2021 2:05:06 PM</p>
<p>Connie Stophel connie.stophel@ecs4kids.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/7/2021 11:21:32 AM ID: b661d5d3-e7fc-4cd5-aa53-eb70f5104096</p>	<p><i>Connie Stophel</i></p> <p>Signature Adoption: Drawn on Device Using IP Address: 65.112.130.90</p>	<p>Sent: 11/7/2021 2:05:09 PM Resent: 12/6/2021 5:41:53 PM Resent: 12/7/2021 12:09:31 PM Viewed: 12/7/2021 12:47:41 PM Signed: 12/7/2021 12:48:11 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>Michael Mullin mmullin@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 11/5/2021 4:20:51 PM</p>
<p>Clerk Admin ClerkServicesBOCC@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 12/7/2021 12:48:12 PM</p>
<p>BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 12/7/2021 12:48:13 PM</p>

Carbon Copy Events	Status	Timestamp
RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/7/2021 12:48:14 PM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/7/2021 12:48:14 PM

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	11/1/2021 10:59:58 AM
Certified Delivered	Security Checked	12/7/2021 12:47:41 PM
Signing Complete	Security Checked	12/7/2021 12:48:11 PM
Completed	Security Checked	12/7/2021 12:48:14 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.

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 11/2/2021
Department Head Date
2. Marshall Eyerman 11/2/2021
Procurement Date
3. Marshall Eyerman *AR* 11/2/2021
Office of Mgmt & Budget Date
4. Denise L. May 11/7/2021
County Attorney/Contracts Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popo AICP 11/7/2021
County Manager Date

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

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