

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

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Chris Lacambra 12/1/2022
 Department Head/Contract Manager Date *JP* 12/1/2022
2. Russell Belmont 12/1/2022
3. Chris Lacambra 12/1/2022 Procurement Date *AL* 12/6/2022
4. Office of Mgmt & Budget Date
Denise C. May 12/7/2022
4. County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope, AICP 12/7/2022
 County Manager Date

Contract No.: CM3277

FUNDING AGREEMENT FOR FISCAL YEAR 2022/2023 FOR BOYS AND GIRLS CLUB OF NASSAU COUNTY FOUNDATION, INC.

This Agreement is entered into this 9th day of January, 2023, 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 BOYS AND GIRLS CLUB OF NASSAU COUNTY FOUNDATION, INC., P.O. Box 16003, Fernandina Beach, Florida 32035, hereinafter referred to as "Foundation".

WHEREAS, the Foundation will provide funding for services for children in 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 one hundred thousand dollars (\$100,000.00), which shall be paid in quarterly installments, during the months of December, February, May and August of the fiscal year, the Foundation will provide the funds to the Boys and Girls Club of Nassau County for services to be provided by the Boys and Girls Club of Nassau County. Appropriations necessary for the funding of this Agreement beyond the FY 2022/2023 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, as of the date of this Agreement, provided for the children by the Foundation.

b. The funds received by the Foundation from the County will be distributed to the Boys and Girls Club of Nassau County. The funds will be used to benefit the programs and services for the children of Nassau County, Florida.

2. The Foundation 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 Foundation received funding from the County. Additionally, the Foundation shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the Foundation to provide the annual

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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 the termination of this Agreement.

4. Failure to provide the programs and services for the children of Nassau County, Florida shall be considered a breach of the Agreement and any and all funds provided to the Foundation shall be repaid within sixty (60) days of the occurrence of a breach of the Agreement.

5. The term of this Agreement shall commence October 1, 2022 and terminate September 30, 2023, unless terminated by either party with thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.

6. This Agreement may be amended only in writing by mutual consent of 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 9th day of January, 2023.

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BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



By: Klynt Farmer
ITS: Chairman

Attest as to authenticity of
Chair's Signature:



JOHN A. CRAWFORD
Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney:

Denise C. May

Denise May

BOYS AND GIRLS CLUB OF
NASSAU COUNTY FOUNDATION, INC.

Ann Moser

Print: Ann Moser
ITS: PRESIDENT