

CS-23-017

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3534

SECTION 1 - GENERAL INFORMATION
 Requesting Department: OMB Contact Person: Chris Lacambra
 Telephone: (904) 530-6010 Email: clacambra@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: The Arc Nassau
 Address: 86051 Hamilton Street
 City: Yulee State: FL Zip Code: 32097
 Vendor's Administrator Name: Jennifer Paulk Title: Assistant Executive Director
 Telephone: (904) 225-9355 Email: jenniferpaulk@thearcnassau.org

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Assistant Executive Director
 Authorized Signatory Email: jenniferpaulk@thearcnassau.org
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: The Arc Nassau
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Not-for-Profit funding agreement for FY23/24
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other _____
 Total Amount of Contract: \$32,400 (Estimate if necessary)
 Account Number: 01692565-582007
 Source of Funds: County State Federal Other: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other: N/A
 Risk Manager Initials: _____

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
 Increased Amount to Existing Contract: _____ (if any) Total with Amended Amount: _____
 Account Code Change From: _____ To: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|---|
| 1. <u>Chris Lacambra</u> <u>10/18/2023</u>
Department Head/Contract Manager Date | 3. _____
Procurement Date |
| 2. <u>Chris Lacambra</u> <u>10/18/2023</u>
Office of Mgmt. & Budget Date | 4. <u>Denise C. May</u> <u>10/20/2023</u> (RFJ)
County Attorney Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Poppy AICP 10/20/2023

County Manager Date

FUNDING AGREEMENT FOR THE ARC NASSAU
FISCAL YEAR 2023/2024

THIS FUNDING AGREEMENT is entered into by and between the **BOARD OF COUNTY COMMISSIONER OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **THE ARC NASSAU, INC.**, 86051 Hamilton Street, Yulee, Florida 32097, hereinafter referred to as the “ARC”.

WHEREAS, the ARC provides a program and maintains headquarters for adults with developmental disabilities living and working in Nassau County, Florida; and

WHEREAS, the County recognizes that it is in the best interest of the citizens of Nassau County, Florida, that the ARC continues to work with the adults with developmental disabilities living and working in Nassau County, Florida; and

WHEREAS, the County is desirous of entering into a funding agreement with the ARC, in order to fund said services.

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

SECTION 1. RECITALS.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. FUNDING.

2.1 For the services outlined in this Agreement, the County shall pay ARC the sum of thirty-two thousand four hundred dollars (\$32,400.00), which shall be paid in quarterly installments, during the months of December, February, May and August. Appropriations necessary for the funding of this Agreement beyond FY 2023/2024 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 adults with developmental disabilities living and working in Nassau County, Florida at the ARC's main center.

2.2 In performing its obligation under this Agreement, the ARC shall at all times be acting in the capacity of an independent contractor and not as an officer, employee or agent of the County.

2.3 The ARC 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 ARC received funding from the County. Additionally, the ARC shall make its books available for inspection by the designee of the County upon reasonable notice. Failure of the ARC to provide the annual accounting record by the time specified shall result in the revocation of the granting of further funds and reimbursement of funds distributed during the year for which no report was submitted.

SECTION 3. TERM OF AGREEMENT AND OPTION TO AMEND.

3.1 The term of this Agreement shall commence on October 1, 2023 and terminate on September 30, 2024, unless terminated by either party thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.

3.2 This Agreement may be amended only in writing by mutual consent of parties.

SECTION 4. THE AMERICANS WITH DISABILITIES ACT; FLORIDA PUBLIC RECORDS LAW.

4.1 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.

4.2 The County is a public agency subject to Chapter 119, Florida Statutes. **IF ARC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that ARC is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, ARC shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if ARC does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of ARC or keep and maintain public records required by the County to perform the service. If ARC transfers all public records to the County upon completion of the Contract, ARC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ARC keeps and maintains public records upon completion of the Contract, ARC shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4.3 A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify ARC of the request, and ARC shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

4.4 If ARC does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

4.5 If ARC fails to provide the public records to the County within a reasonable time, ARC may be subject to penalties under Section 119.10, Florida Statutes.

4.6 If a civil action is filed against ARC to compel production of public records relating to the Contract, the Court shall assess and award against ARC the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that ARC unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that ARC has not complied with the request, to the County and to ARC.

4.7 A notice complies with this Section, if it is sent to the County's custodian of public records and to ARC at ARC's address listed on its Contract with the County or to ARC's registered agent. Such notices shall be sent to the address listed above for each party.

4.8 If ARC complies with a public records request within eight (8) business days after the notice is sent, ARC is not liable for the reasonable costs of enforcement.

SECTION 5. TERMINATION.

5.1 If ARC fails to perform any of its obligations under this Agreement, and if such default remains uncured for more than fifteen (15) days after written notice was provided by the County, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement and cessation of payment.

5.2 The County reserves the right to terminate this Agreement in whole or part by giving ARC written notice at least thirty (30) days prior to the effective date of termination.

SECTION 6. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS.

6.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

6.2 ARC shall comply with applicable regulatory requirements including federal, state, and

local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 7. NO ASSIGNMENT.

7.1 ARC shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

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 _____, 2023.

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

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

Approved as to form and legality
By the Nassau County Attorney

Denise C. May

DENISE C. MAY

THE ARC NASSAU, INC.

Jennifer Paulk

Print: Jennifer Paulk
ITS: ASSISTANT EXECUTIVE DIRECTOR

Certificate Of Completion

Envelope Id: C58D68DD88DF4407AFF32F3FBD69F1B1	Status: Completed
Subject: Complete with DocuSign: CM3534 The Arc Nassau.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 7
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Megan Sawyer
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	msawyer@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Megan Sawyer	Location: DocuSign
10/18/2023 1:46:17 PM	msawyer@nassaucountyfl.com	

Signer Events

Signature	Timestamp
<p>chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p>Sent: 10/18/2023 1:51:23 PM Viewed: 10/18/2023 3:38:44 PM Signed: 10/18/2023 3:39:12 PM</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>Tracy Poore tpore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p></p>	<p>Sent: 10/18/2023 3:39:13 PM Viewed: 10/18/2023 4:00:01 PM Signed: 10/18/2023 4:00:06 PM</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>chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p></p>	<p>Sent: 10/18/2023 4:00:07 PM Viewed: 10/18/2023 4:59:27 PM Signed: 10/18/2023 4:59:31 PM</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>Jennifer Paulk jenniferpaulk@thearcnassau.org Security Level: Email, Account Authentication (None)</p>	<p></p>	<p>Sent: 10/18/2023 4:59:32 PM Viewed: 10/18/2023 6:18:32 PM Signed: 10/20/2023 9:59:08 AM</p>
<p>Signature Adoption: Pre-selected Style Using IP Address: 73.192.35.160</p>		

Electronic Record and Signature Disclosure:
 Accepted: 10/18/2023 6:18:32 PM
 ID: bdc649fd-8a9d-456b-9767-ce31be0b64ca

Signer Events	Signature	Timestamp
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<p>Abigail F. Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p>	<p><i>(FJ)</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/20/2023 9:59:09 AM Viewed: 10/20/2023 10:11:51 AM Signed: 10/20/2023 10:11:57 AM</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: 10/20/2023 10:11:58 AM Viewed: 10/20/2023 10:17:32 AM Signed: 10/20/2023 10:17:43 AM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</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: 10/20/2023 10:17:45 AM Viewed: 10/20/2023 10:38:44 AM Signed: 10/20/2023 10:38:49 AM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p>	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 10/20/2023 10:38:50 AM Viewed: 10/20/2023 11:06:06 AM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

<p>Procurement Department boccpurchase@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p>	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 10/20/2023 10:38:51 AM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events**Status****Timestamps**

Envelope Sent	Hashed/Encrypted	10/18/2023 1:51:23 PM
Certified Delivered	Security Checked	10/20/2023 10:38:44 AM
Signing Complete	Security Checked	10/20/2023 10:38:49 AM
Completed	Security Checked	10/20/2023 10:38:51 AM

Payment Events**Status****Timestamps****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.