

BOCC CONTRACT  
APPROVAL FORM

CONTRACT  
TRACKING NO.  
CM3794

SECTION 1 - GENERAL INFORMATION

Requesting Department: OMB Contact Person: Chris Lacambra  
Telephone: (904) 530-6010 Email: clacambra@nssaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Boys and Girls Club of Nassau County Foundation, Inc.  
Address: P.O. Box 16003  
City: Fernandina Beach State: FL Zip Code: 32035  
Vendor's Administrator Name: Tanya Orr Title: Development Officer  
Telephone: (904) 261-8666 Email: tanyao@bgcnf.org

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Ann Moser Title: Vice President  
Authorized Signatory Email: aemoser@me.com  
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Boys and Girls Club of Nassau County Foundation, Inc.  
Short Description of Product(s)/Service(s) Being Requested: Nonprofit Funding Agreement FY2024/2025  
(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)  
Procured Method: ☐Quotes ☐ITB ☐RFP ☐RFQ ☐Piggyback ☒Exemption ☐Sole Source ☐Single Source  
☐Other:  
Amount of Initial Contract Term: \$100,000  
Amount of Renewal Options (if applicable): Year 1: Year 2:  
Year 3: Year 4:  
Total Amount of Contract (Initial Term + Renewal Options): (Estimate if necessary)  
Account Number: 01692564-582202  
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: NA  
Risk Manager Initials:

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: Amendment No:  
Type of Amendment: ☐Renewal ☐Time Extension with Increase ☐Time Only Extension ☐Additional Scope  
☐Supplemental Agreement ☐Other:  
Contract Amount with Previous Amendments: Amount of this Amendment:  
New Contract Amount including this Amendment:  
Account Code Change From: To:  
County Authorized Signatory: ☐BOCC Chairman ☐County Manager  
(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Chris Lacambra 10/21/2024  
Department Head/Contract Manager Date  
2. Chris Lacambra 10/21/2024  
Office of Mgmt. & Budget Date  
3. Procurement Date  
(Signature required only if procurement related)  
4. Denise C. May, Esq., BCS 10/29/2024  
County Attorney Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

County Manager 10/29/2024  
Date

**FUNDING AGREEMENT FOR THE BOYS AND GIRLS CLUBS OF NASSAU**  
**COUNTY FOUNDATION, INC.**  
**FISCAL YEAR 2024/2025**

THIS AGREEMENT is entered into 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 BOYS AND GIRLS CLUBS OF NASSAU COUNTY FOUNDATION, INC.**, P.O. Box 16003, Fernandina Beach, Florida 32035, hereinafter referred to as “Foundation”.

**WHEREAS**, the Foundation provides funding for services for children 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 Foundation continues to provide funding for services for children in Nassau County, Florida; and

**WHEREAS**, the County is desirous of entering into a funding agreement with the Foundation 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 the Foundation the sum of One Hundred Thousand Dollars and 00/100 (\$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 Clubs of Nassau County for services to be provided by the Boys and Girls Clubs of Nassau County. Appropriations necessary for the funding of this Agreement beyond the FY 2024/2025 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 Clubs of Nassau County. The funds will be used to benefit the programs and services for the children of Nassau County, Florida.

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

2.3 The Foundation shall submit simultaneously to the County Manager and the Clerk an annual accounting acceptable to the Clerk on or before December 31<sup>st</sup> 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 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.

### **SECTION 3. TERM OF AGREEMENT AND OPTION TO AMEND.**

3.1 The term of this Agreement shall commence on October 1, 2024 and terminate on September 30, 2025, 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 the parties.

### **SECTION 4. THE AMERICANS WITH DISABILITIES ACT, FLORIDA PUBLIC RECORDS LAW.**

4.1 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 termination of this Agreement.

4.2 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090,  
[RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE,  
SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that

the Foundation is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Foundation 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 Agreement term and following completion of the Agreement if the Foundation does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Foundation or keep and maintain public records required by the County to perform the service. If the Foundation transfers all public records to the County upon completion of the Agreement, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps and maintains public records upon completion of the Agreement, the Foundation 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 agreement 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 the Foundation of the request, and the Foundation shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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

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

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

(a) The Court determines that the Foundation 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 the Foundation has not complied with the request, to the County and to the Foundation.

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

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

#### **SECTION 5. TERMINATION.**

5.1 If the Foundation 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 the Foundation 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

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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 The Foundation shall comply with any applicable regulatory requirements including federal, state, and local laws, rules, regulations codes, orders, criteria and standards.

**SECTION 7. NO ASSIGNMENT.**

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

**SECTION 8. HUMAN TRAFFICKING AFFIDAVIT.**

8.1 In accordance with Section 787.06, Florida Statutes, the Foundation shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Foundation under penalty of perjury attesting that the Foundation does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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 \_\_\_\_\_, 2024.

**NASSAU COUNTY, FLORIDA**



TACO E. POPE, AICP, COUNTY MANAGER

Its: Designee  
Date: 10/29/2024

\_\_\_\_\_

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

*Denise C. May, Esq., BCS*

\_\_\_\_\_  
DENISE C. MAY

Contract No.: CM3794

**THE BOYS AND GIRLS CLUBS OF  
NASSAU COUNTY FOUNDATION, INC.**

*Ann Moser*

By: Ann E. Moser

Its: Vice President

Date: 10/27/2024

**Certificate Of Completion**

Envelope Id: A7F1E08785814FACBE6F8BDEB9A7A3DE

Status: Completed

Subject: CM3794 Boys and Girls Club of Nassau County FY24-25 Funding Agreement \$100,000

Source Envelope:

Document Pages: 7

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 2

Sharon Johns

AutoNav: Enabled

sjohns@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Sharon Johns

Location: DocuSign

10/18/2024 11:10:19 AM

sjohns@nassaucountyfl.com

**Signer Events****Signature****Timestamp**

chris lacambra

clacambra@nassaucountyfl.com



Sent: 10/18/2024 11:14:09 AM

Viewed: 10/18/2024 8:58:07 PM

Signed: 10/21/2024 8:29:13 AM

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26**Electronic Record and Signature Disclosure:**

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Tracy Poore

tpoore@nassaucountyfl.com



Sent: 10/21/2024 8:29:16 AM

Viewed: 10/21/2024 5:04:01 PM

Signed: 10/21/2024 5:04:24 PM

OMB Admin

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

chris lacambra

clacambra@nassaucountyfl.com



Sent: 10/21/2024 5:04:25 PM

Viewed: 10/21/2024 6:26:56 PM

Signed: 10/21/2024 7:38:52 PM

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ann Moser

aemoser@me.com



Sent: 10/21/2024 7:38:54 PM

Viewed: 10/27/2024 9:31:32 PM






Signed: 10/27/2024 9:34:23 PM

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 174.239.84.217  
Signed using mobile**Electronic Record and Signature Disclosure:**

Accepted: 11/10/2021 1:25:17 PM

ID: bd51ec83-6941-4ebe-b1f7-bbbe854a6477



Signer Events	Signature	Timestamp
Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/27/2024 9:34:25 PM Viewed: 10/28/2024 9:34:01 AM Signed: 10/28/2024 9:34:05 AM
Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/28/2024 9:34:07 AM Viewed: 10/29/2024 8:24:45 AM Signed: 10/29/2024 8:24:53 AM
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 10/29/2024 8:24:55 AM Viewed: 10/29/2024 11:49:24 AM Signed: 10/29/2024 11:49:30 AM
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
Clerk Services BOCCCLerkServices@nassauclerk.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 10/29/2024 11:49:31 AM Viewed: 10/29/2024 3:37:56 PM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 10/29/2024 11:49:32 AM Viewed: 10/29/2024 12:03:09 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/18/2024 11:14:09 AM
Certified Delivered	Security Checked	10/29/2024 11:49:24 AM
Signing Complete	Security Checked	10/29/2024 11:49:30 AM
Completed	Security Checked	10/29/2024 11:49:32 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](mailto: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](mailto: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](mailto: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](mailto: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.