

Board of County Commissioners

Agenda Request

Date of Meeting: May 7, 2024

Date Submitted: April 5, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
LaToya Fryson, Elderly Affairs Director

Subject: Approval of the City of Gretna Interlocal Agreement for Human Services

Statement of Issue:

This agenda item seeks Board approval of the Human Services Funding Agreement for the City of Gretna senior activities for FY2023/24.

Background:

The Gadsden County Board of County Commissioners has appropriated \$10,000 in funding for the 2023/24 for the City of Gretna senior activities.

Analysis:

This a funding agreement for the City of Gretna senior activities which provides social engagement to the senior citizens of Gretna. The Agreement has been reviewed and approved by the County Attorney.

Options:

1. Approve the agreement for the City of Gretna and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

- City of Gretna Interlocal Agreement for Human Services
- Invoice



INVOICE

FROM:

Dianne Formman
 City of Gretna
 14615 Main Street
 Gretna, Florida 32332
 Phone (850) 856-5257

INVOICE #2024-01
 DATE: NOVEMBER 1, 2023

TO:

Gadsden County Board of County Commission
 ATTN: Linda Blackshear
 Senior Management Budget Analyst
 Post Office Box 1799
 Quincy, Florida 32351

DESCRIPTION	AMOUNT
<p style="text-align: center;">Invoice for: Fiscal Year 2023-2024 Senior Citizen Funding "INTERLOCAL AGREEMENT"</p>	<p>\$10,000.00</p>
<p>BALANCE DUE</p>	<p>\$10,000.00</p>

Make all checks payable to City of Gretna, Post Office Box 220, Gretna, Florida 32332-0220
 Payment is due immediately.
 If you have any questions concerning this invoice, contact: Dianne Formman at 850-856-5257 or by e-mail at dformman@mygretna.com

Thank you for your business

GADSDEN COUNTY, FLORIDA

Non-profit and Community Organizations Update

ORGANIZATIONS NAME: City of Gretna

PROGRAM SERVICE: Senior Services

TOTAL AMOUNT FUNDED: \$10,000 REPORTING PERIOD: October 1, 2023 to September 30, 2024

BUDGET WORKSHEET: How is the funding from Gadsden County being spent?

<u>Column A</u> Budget Category	<u>Column B</u> Gadsden County funding		<u>Column C</u> Total Cost
Personal (Salaries & Benefits)			
Contracted Staff / Services	\$4,000		\$4,000
Equipment (\$500 or more)			
Materials & Supplies	\$750		\$750
Publications, Postage			
Rent			
Utilities	\$1,000		\$1,000
Training/Seminars/ Travel			
Contributions / Special Events			
Dues / Membership Fees			
Program Supplies	\$4,250		\$4,250
TOTAL	\$10,000		\$10,000

FY17 Budget/NonProfits/FY 2017 New NonProfit quarterly reporting form

GADSDEN COUNTY, FLORIDA

Non-profit and Community Organizations Update

ORGANIZATIONS NAME: City of Gretna

TYPE OF SERVICE PROVIDED: Senior Services

REPORTING PERIOD: Fiscal Year 2024 COMPLETED BY: Antonio Jefferson

BUDGET WORKSHEET

TOTAL AMOUNT FUNDED BY GADSDEN COUNTY BOCC \$10,000

How is the funding from Gadsden County being spent? The Gretna Senior Citizens Program provides activities and meals to persons over the age of 55 so that they remain active both physically and mentally. Seniors are provided catered meals, activities to include exercise classes games, crafts, and education and awareness about resources available to them.

How many Gadsden County citizens were served during this time period? (Children/Seniors?)

Services are provided for 30 Seniors with an average activity attendance of 25.

How has this funding improved the lives of the citizens served?

The program has provided the citizens served with an opportunities to fellowship with other

seniors in the community in safe and friendly environments away from home. The experiences provided to the citizens served reduced or prevented those served from feeling isolated from normal life.

I hereby certify that the information provide is true and accurate to the best of my knowledge. I understand that falsification or misrepresentation on any question in the application may result in my agency's application being denied for consideration for funding by Gadsden County.

Antonio Jefferson
Agency Director (print name)

Antonio Jefferson
Agency Director (signature)

9/30/2023
Date

Gadsden County
Non — Profit Human Services Funding Agreement

This agreement is made effective as of the ____ day of April 2024 (the "Effective Date"), by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and the City of Gretna, Florida, a municipal corporation created and existing under the laws of the State of Florida, whose address is 141615 Main Street, Gretna, FL 32332 ("City")

WHEREAS, Gadsden County, by and through its Board of County Commissioners, has found that the human services provided by the Grantee to the citizens of the County constitute a public purpose and has approved a FY2023/24 budget appropriation in the amount of \$10,000 in support of those human services provided by the Grantee to the citizens of the County; and

Whereas, Gadsden County, by and through its Board of County Commissioners, requires all entities receiving a FY2023/24 appropriation to comply with certain requirements in order to receive the appropriated funds.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this agreement do agree as follows:

1. Grantee shall strictly comply with the following requirements in order to receive the funds appropriated by the Gadsden County Board of County Commissioners:

A. Grantee must both file with the County's Administrator, the Office of Management and Budget (OMB) and the Board of County Commissioners a detailed budget, containing cost categories and line items as applicable, showing the budgeted plan for use of the funds. All funds from all sources must be included in the detailed budget.

B. Grantee must file with the documentation set forth in 1(a) of a specific program or project by title, containing a written narrative with specific objectives and specifying the services that will be provided or the goods that will be purchased through the program or project.

C. Grantee must file with above-referenced County entities, quarterly financial reports which detail how funds are spent in relation to the detailed budget.

2. The disbursement of funds by the County to the Grantee shall be made at the Board's discretion and disbursed in either a lump sum amount or a monthly or quarterly amount to be determined by the Board, in the Board's sole and absolute discretion. Funds shall only be disbursed to Grantee, no funds shall be disbursed until Grantee has provided all required documentation, except quarterly financial reports in the event of a lump sum distribution. However: Grantee shall not be relieved of the requirement to file quarterly financial reports after funds are disbursed. The County shall not be obligated to disburse any funds and shall only disburse funds upon the Grantee's strict compliance with the requirements set forth above to the Board's satisfaction, in the Board's sole and absolute discretion. Failure to strictly comply with all requirements shall obligate Grantee to return funds previously disbursed and may result in non-appropriation of funds in subsequent fiscal years. The Grantee shall not be entitled to any funds appropriated but not disbursed during FY2021/22.

3. Nothing herein contained is intended or should be construed as creating or establishing the relationship or agency, partners, or employment between the parties hereto, or as constituting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County or the Board to any contracts or other obligations and shall not represent to any party that Grantee and County or the Board are partners or that Grantee is the agent or representative of the County. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Grantee and the County, or between the County and any other person or entity, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Grantee or any other person or entity.
4. The Grantee agrees to indemnify, defend, and hold harmless the County, its officers, employees, attorneys, and agents, from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Grantee, its delegates, agents or employees, or due to any occurrence, act, omission or commission of the Grantee in the performance of its operations in any nature whatsoever, including but not limited to costs and reasonable attorney's fees, whether or not there is litigation and including those incurred on appeal. The County may at its option, defend itself or allow the Grantee to provide the defense. The County's responsibility under this agreement is limited solely to the disbursement of funds appropriated in accordance with the terms of this agreement, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the performance of Grantee's operations, of whatever nature. The indemnity obligations of the Grantee under this agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this agreement. By entering into this agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.
5. Grantee shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this agreement. Grantee shall retain all such records for five years after termination or expiration of this Agreement, or if an audit has been initiated and the findings have not been resolved, the records shall be retained pending final resolution. All such records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the County. Authorized County personnel shall also be entitled to interview any clients and employees of the Grantee to assure the County of satisfactory performance of this agreement and its operations.
6. Grantee shall comply with all applicable local, state, and federal laws in the performance of this agreement and its operations.
7. This agreement is not assignable without the written consent of both parties.

8. This agreement is intended solely for the benefit of the Grantee and the County, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this agreement or any of the provisions or conditions hereof.
9. Any and all disputes arising under this agreement including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
10. This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Florida. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held *or* deemed to *be* illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
11. This Agreement shall not be amended or extended except in writing signed by both parties.
12. Either party may terminate this agreement without cause by providing 30 days' written notice of intent to terminate. If the Grantee is in default of its obligations under this Agreement, the County shall cease all payments under this Agreement.
13. If any party to this Agreement seeks enforcement against the other party, the prevailing party will be entitled to recover all costs, expenses, and reasonable attorneys' fees incurred in connection with such enforcement, whether or not a lawsuit is filed, and including those incurred on appeal.
14. This agreement shall become effective upon its execution by the Board of County Commissioners and shall expire one year after execution unless extended by mutual written agreement between and approved by both parties.
15. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

**[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES TO FOLLOW]**


IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

Approved this _____ day of _____ 2024 by the Gadsden County Board of County Commissioners.

Gadsden County, Florida

Ronterious Green, Chairman
Board of County Commissioners

City of Gretna, Florida

By: 
[Gary Russ, Jr. \(Apr 24, 2024 13:32 EDT\)](#)

Gary Russ, Jr., Mayor

Attest:

Nicholas Thomas, Clerk







City of Gretna Interlocal Agreement for Human Services CFK (002)

Final Audit Report

2024-04-24

Created:	2024-04-24
By:	Antonio Jefferson (ajefferson@mygretna.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAroO1p_r1bQQJjU2cvcYzRR7TUum_4PM0

"City of Gretna Interlocal Agreement for Human Services CFK (002)" History

-  Document created by Antonio Jefferson (ajefferson@mygretna.com)
2024-04-24 - 4:09:37 PM GMT- IP address: 97.64.243.26
-  Document emailed to Gary Russ, Jr. (gruss@mygretna.com) for signature
2024-04-24 - 4:09:41 PM GMT
-  Email viewed by Gary Russ, Jr. (gruss@mygretna.com)
2024-04-24 - 5:27:07 PM GMT- IP address: 104.28.57.240
-  Signer Gary Russ, Jr. (gruss@mygretna.com) entered name at signing as Gary Russ, Jr.
2024-04-24 - 5:32:32 PM GMT- IP address: 174.212.46.242
-  Document e-signed by Gary Russ, Jr. (gruss@mygretna.com)
Signature Date: 2024-04-24 - 5:32:34 PM GMT - Time Source: server- IP address: 174.212.46.242
-  Agreement completed.
2024-04-24 - 5:32:34 PM GMT