

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** December 4, 2018

**Date Submitted:** November 16, 2018

**To:** Honorable Chairperson and Members of the Board

**From:** Dee Jackson, County Administrator  
Jeffrey A. Price, Senior Management and Budget Analyst

**Subject:** Approval of Non Profit / Human Services Funding Agreements for FY2018/2019

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### **Statement of Issue:**

This agenda item seeks BOCC approval of Non Profit / Human Services Funding Agreements for FY2018/2019 and authorization for the Chairperson to sign the agreements.

### **Background:**

In the past, there have been times where organizations requesting funding did not provide the necessary documentation to meet the Board financial policies. This led to delays with the Finance Department in paying the requested funds until the documentation was provided.

Beginning in FY16, the Board decided to start and maintain funding agreements with any organizations that receive funds from Gadsden County. For FY18/19, there are four non-profits receiving funding.

### **Analysis:**

The County Attorney prepared this agreement and has reviewed it with County Administration and the Finance Department. In the agreement, it is clear as to what documentation is needed to receive funding.

The new agreements are for the following organizations: Boys and Girls Club \$101,250; Legal Services of North Florida \$5,850; Apalachicola Arsenal Museum and Conference Center \$5,988 and Havana History & Heritage Society Museum \$2,500.

Upon approval of this item, the Board is authorizing that the Boys & Girls Club be paid monthly and the other organizations be paid lump sum. Organizations must submit an invoice with financial reports attached in order for the County to make payment. Failure to comply with this could result in delay of payment.

**Fiscal Impact:**

The funds budgeted in the FY18/19 Board approved budget are \$115,588 for the non-profits.

**Options:**

1. Approve the Non Profit / Human Services Funding Agreements for FY2018/2019 and authorize the Chairperson to sign the agreements. Also the Board is authorizing that the organizations be paid once the Organizations have submitted an invoice with financial reports attached.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1

**Attachment(s):**

- Non-profit/Human Services Funding Agreements:
- Boys and Girls Club
- Legal Services of North Florida
- Apalachicola Arsenal Museum and Conference Center
- Havana History & Heritage Society Museum

**Gadsden County**  
**Non – Profit / Human Services Funding Agreement**

This agreement is made effective as of the 1st day of October, 2018 (the “Effective Date”), by and between Gadsden County, Florida, a political subdivision of the State of Florida (“County”) and Boys and Girls Club of the Big Bend, Inc. (BGCBB), (“Grantee”).

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 FY2019 budget appropriation in the amount of \$101,250 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 FY2019 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 file with the County’s Office of Management and Budget (OMB) 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 OMB documentation 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 purchased through the program or project.
  - C. Grantee must file with the OMB 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 County’s discretion and disbursed in either a lump sum amount or a monthly or quarterly amount to be determined by the County, in the County’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 County’s satisfaction, in the County’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 FY2019.

3. Nothing herein contained is intended or should be construed as creating or establishing the relationship of 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 to any contracts or other obligations and shall not represent to any party that Grantee and County 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.
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 on September 30, 2019.
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.

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

GADSDEN COUNTY, FLORIDA

BY: \_\_\_\_\_

Sherrie Taylor, Chair  
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

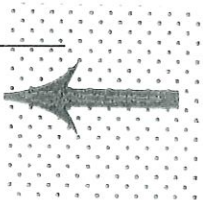
BY: \_\_\_\_\_

\_\_\_\_\_  
Name of Organization (Grantee)

BY: \_\_\_\_\_

AS ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_



**& DATE**

**Gadsden County**  
**Non – Profit / Human Services Funding Agreement**

This agreement is made effective as of the 1st day of October, 2018 (the “Effective Date”), by and between Gadsden County, Florida, a political subdivision of the State of Florida (“County”) and Legal Services of North Florida (“Grantee”).

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 FY2019 budget appropriation in the amount of \$5,850 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 FY2019 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 file with the County’s Office of Management and Budget (OMB) 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 OMB documentation 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 the OMB 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 County’s discretion and disbursed in either a lump sum amount or a monthly or quarterly amount to be determined by the County, in the County’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 County’s satisfaction, in the County’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 FY2019.



3. Nothing herein contained is intended or should be construed as creating or establishing the relationship of 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 to any contracts or other obligations and shall not represent to any party that Grantee and County 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.
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 on September 30, 2019.
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.

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GADSDEN COUNTY, FLORIDA



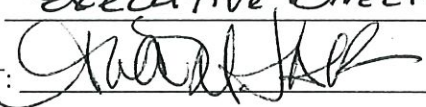
BY: \_\_\_\_\_


Brenda Holt, Chair  
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: \_\_\_\_\_

Legal Services of North Florida  
  
Name of Organization (Grantee)  
BY:   
AS ITS: Executive Director  
ATTEST: 



DATE

**Gadsden County**  
**Non – Profit / Human Services Funding Agreement**

This agreement is made effective as of the 1st day of October, 2018 (the "Effective Date"), by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and Apalachicola Arsenal Museum and Conference Center ("Grantee").

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 FY2019 budget appropriation in the amount of \$5,988 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 FY2019 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 file with the County's Office of Management and Budget (OMB) 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 OMB documentation 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 purchased through the program or project.
  - C. Grantee must file with the OMB quarterly financial reports which detail how funds are spent in relation to the detailed budget.
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3. Nothing herein contained is intended or should be construed as creating or establishing the relationship of 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 to any contracts or other obligations and shall not represent to any party that Grantee and County 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.
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 on September 30, 2019.
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.

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

GADSDEN COUNTY, FLORIDA

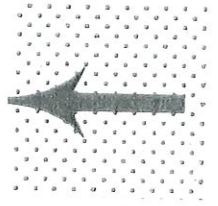
BY: \_\_\_\_\_

Brenda Holt, Chair  
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: \_\_\_\_\_



DATE

\_\_\_\_\_  
Name of Organization (Grantee)

BY: \_\_\_\_\_

AS ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_



**Gadsden County**  
**Non – Profit / Human Services Funding Agreement**

This agreement is made effective as of the 1st day of October, 2018 (the “Effective Date”), by and between Gadsden County, Florida, a political subdivision of the State of Florida (“County”) and Havana History & Heritage Society (“Grantee”).

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 FY2019 budget appropriation in the amount of \$2,500 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 FY2019 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:

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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.
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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.
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.



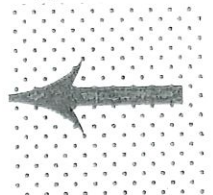
9. Any and all disputes arising under this agreement including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
10. This agreement shall be governed by, construed, 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 on September 30, 2019.
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.

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

GADSDEN COUNTY, FLORIDA

BY: \_\_\_\_\_

Brenda Holt, Chair  
Board of County Commissioners





ATTEST:

Nicholas Thomas, Clerk of the Court

BY: \_\_\_\_\_

Havana History & Heritage Society  
Name of Organization (Grantee) Inc

BY: [Signature] W. Piotrowski

AS ITS: Co-Chair

ATTEST: [Signature]