

Board of County Commissioners Agenda Request

Date of Meeting: November 1, 2016

Date Submitted: October 18, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Jeffrey A. Price, Senior Management and Budget Analyst

Subject: Approval of the Non Profit / Human Services Funding Agreements and Interlocal Agreements for Human Senior Services for Gadsden County Seniors for FY2016/2017

Statement of Issue:

This agenda item seeks Board approval of Non Profit / Human Services Funding Agreements and Interlocal Agreements for Human Senior Services for FY2016/2017 and authorization for the Chairperson to sign the agreements.

Background:

Beginning last fiscal year, it was decided to start and maintain funding agreements with any organizations that receive funds from Gadsden County. For FY16/17, the Gadsden Senior Services has been budgeted for \$60,000, Chattahoochee Senior Citizens \$10,000, Gretna Senior Citizens \$10,000, and Havana Senior Citizens \$10,000, each agreement has been reviewed and signed by the organizations. Funding for Midway Senior Citizens is addressed in another agenda item.

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.

Upon approval of this item, the Board is authorizing that the Gadsden Senior Services continue to invoice the County quarterly for \$15,000 and continue providing their quarterly financial reports, as they have done these past few years.

Upon approval of this item, the Board is authorizing that the City related organizations be paid. 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. Quarterly financial reports are required to be delivered to the County to remain in good standing with the County.

Fiscal Impact:

The funds budgeted in the FY16/17 Board approved budget are \$60,000 for the Gadsden Senior Services and Chattahoochee Senior Citizens \$10,000, Gretna Senior Citizens \$10,000, and Havana Senior Citizens \$10,000.

Options:

1. Approve the Non Profit / Human Services Funding Agreement and the interlocal agreements for Human Senior Services for FY2016/2017 and authorize the Chairperson to sign the agreements. Also the Board is authorizing that the organizations be paid once the Organization have submitted an invoice with financial reports attached.
2. Do not approve
3. Board direction.

County Administrator's Recommendation

Option 1.

Attachment:

1. Gadsden Senior Services Non-profit/Human Services Funding Agreement
2. Chattahoochee Senior Citizens Interlocal Agreement
3. Gretna Senior Citizens Interlocal Agreement
4. Havana Senior Citizens Non-profit/Human Services Funding Agreement

Gadsden County
Non – Profit / Human Services Funding Agreement

This agreement is made and entered into this 1st day of October, 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and Gadsden Senior Services ("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 FY2017 budget appropriation in the amount of \$60,00.00 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 FY2017 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/quarterly amount to be determined by the County. Funds shall only be disbursed to Grantee. No funds shall be disbursed until Grantee has provided all required documentation. Grantee shall not be relieved of the requirement to file quarterly financial reports after funds are disbursed. Failure to file quarterly financial reports shall obligate Grantee to return funds previously 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. The Grantee shall not be entitled to any funds appropriated but not disbursed during FY2017.
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 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 a reasonable attorney's fee. 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 their 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 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.

11. This agreement shall become effective upon its execution by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have set their hand this 1st day of October, 2016.

GADSDEN COUNTY, FLORIDA

BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: _____

GADSDEN SENIOR SERVICES

Name of Organization (Grantee)

BY: STACEY HANNIGON

AS ITS: EXECUTIVE DIRECTOR

ATTEST: S. Hannigon

**INTERLOCAL AGREEMENT FOR HUMAN SENIOR SERVICES
BETWEEN GADSDEN COUNTY, FLORIDA
AND THE CITY OF CHATTAHOOCHEE, FLORIDA**

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October, 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 ("County") and the City of Chattahoochee, Florida, a municipal corporation created and existing under the laws of the State of Florida, whose address is P. O. Box 188, Chattahoochee, FL 32324 ("City").

WITNESSETH:

WHEREAS, the City and County have legal authority to provide human services and perform general government services within their respective jurisdictions; and

WHEREAS, the City and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County has found that the human senior services provided by the City to the citizens of the County constitute a public purpose and has approved a FY2017 budget appropriation in the amount of \$10,000.00 in support of those human senior services provided by the City to the citizens of the County; and

WHEREAS, the County requires all entities receiving a FY2017 appropriation to comply with certain requirements in order to receive the appropriated funds.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

Section 1: Authority.

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

Section 2: Terms of Agreement.

1. The City shall strictly comply with the following requirements in order to receive the funds appropriated by the Gadsden County Board of County Commissioners:
 - A. The City 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. The City 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. The City 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 City shall be made at the County's discretion and disbursed in either a lump sum amount or a monthly/quarterly amount to be determined by the County. Funds shall only be disbursed to the City. No funds shall be disbursed until the City has provided all required documentation. The City shall not be relieved of the requirement to file quarterly financial reports after funds are disbursed. Failure to file quarterly financial reports shall obligate the City to return funds previously disbursed. The County shall not be obligated to disburse any funds, and shall only disburse funds upon the City's strict compliance with the requirements set forth above to the County's satisfaction, in the County's sole and absolute discretion. The City shall not be entitled to any funds appropriated but not disbursed during FY2017.

Section 3: General Provisions.

1. Disputes. Any and all disputes, 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.
2. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
3. Effective Date. This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2016.
4. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.
5. Expiration. This Agreement shall expire on September 30, 2017, unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination. Either party may terminate this Agreement without cause by providing 30 days' written notice of intent to terminate. If the City is in default of its obligations under this Agreement, the County shall cease all payments under this Agreement.
7. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
8. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. 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.

9. No Assignment. This Agreement is not assignable.
10. No Third Party Beneficiary. This Agreement is solely for the benefit of the County and the City, 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.
11. Contractual Relationship. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.
12. Indemnification; Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the human senior services provided, and the County shall have no liability or responsibility for any damages or injury that result from or are related to the human senior services provided at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the human senior services provided by the City. 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 human senior services provided by the City at any time during the term of this Agreement or thereafter. The indemnity obligations of the City 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.
13. The City 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. The City 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 City to assure the County of satisfactory performance of this agreement and its operations.

14. Entire Agreement. 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 hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST:

_____, **FLORIDA**

By: Marynda S. Wilson

By: Chris Moultry

Marynda S. Wilson, CITY CLERK

Chris Moultry
Mayor, Chattahoochee City Commission

ATTEST:

GADSDEN COUNTY, FLORIDA

By: _____

By: _____

NICHOLAS THOMAS, CLERK

BRENDA HOLT
Chairperson, Gadsden County Board of County
Commissioners

**INTERLOCAL AGREEMENT FOR HUMAN SENIOR SERVICES
BETWEEN GADSDEN COUNTY, FLORIDA
AND THE CITY OF GRETN, FLORIDA**

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October, 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 ("County") and the City of Gretn, Florida, a municipal corporation created and existing under the laws of the State of Florida, whose address is 14615 Main Street, Gretn, FL 32332 ("City").

WITNESSETH:

WHEREAS, the City and County have legal authority to provide human services and perform general government services within their respective jurisdictions; and

WHEREAS, the City and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County has found that the human senior services provided by the City to the citizens of the County constitute a public purpose and has approved a FY2017 budget appropriation in the amount of \$10,000.00 in support of those human senior services provided by the City to the citizens of the County; and

WHEREAS, the County requires all entities receiving a FY2017 appropriation to comply with certain requirements in order to receive the appropriated funds.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

Section 1: Authority.

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

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1. The City shall strictly comply with the following requirements in order to receive the funds appropriated by the Gadsden County Board of County Commissioners:
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 - B. The City 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. The City 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 City shall be made at the County's discretion and disbursed in either a lump sum amount or a monthly/quarterly amount to be determined by the County. Funds shall only be disbursed to the City. No funds shall be disbursed until the City has provided all required documentation. The City shall not be relieved of the requirement to file quarterly financial reports after funds are disbursed. Failure to file quarterly financial reports shall obligate the City to return funds previously disbursed. The County shall not be obligated to disburse any funds, and shall only disburse funds upon the City's strict compliance with the requirements set forth above to the County's satisfaction, in the County's sole and absolute discretion. The City shall not be entitled to any funds appropriated but not disbursed during FY2017.

Section 3: General Provisions.

1. Disputes. Any and all disputes, 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.
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3. Effective Date. This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2016.
4. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.
5. Expiration. This Agreement shall expire on September 30, 2017, unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination. Either party may terminate this Agreement without cause by providing 30 days' written notice of intent to terminate. If the City is in default of its obligations under this Agreement, the County shall cease all payments under this Agreement.
7. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
8. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. 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.

9. No Assignment. This Agreement is not assignable.
10. No Third Party Beneficiary. This Agreement is solely for the benefit of the County and the City, 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.
11. Contractual Relationship. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.
12. Indemnification; Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the human senior services provided, and the County shall have no liability or responsibility for any damages or injury that result from or are related to the human senior services provided at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the human senior services provided by the City. 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 human senior services provided by the City at any time during the term of this Agreement or thereafter. The indemnity obligations of the City 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.
13. The City 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. The City 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 City to assure the County of satisfactory performance of this agreement and its operations.

14. Entire Agreement. 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 hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST: _____, **FLORIDA**

By: _____ By: _____
_____, CITY CLERK Mayor, _____ City Commission

ATTEST: **GADSDEN COUNTY, FLORIDA**

By: _____ By: _____
_____, NICHOLAS THOMAS, CLERK BRENDA HOLT
Chairperson, Gadsden County Board of County Commissioners

Gadsden County
Non – Profit / Human Services Funding Agreement

This agreement is made and entered into this 1st day of October, 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and Carver Heights Senior 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 FY2017 budget appropriation in the amount of \$10,000.00 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 FY2017 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.
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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 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 a reasonable attorney's fee. 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 their 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 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.

11. This agreement shall become effective upon its execution by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have set their hand this 1st day of October, 2016.

GADSDEN COUNTY, FLORIDA

BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: _____

Carver Heights Senior Citizens
Name of Organization (Grantee)

BY: Carol G. Jackson

AS ITS: Executive Council

ATTEST: _____