

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 Non Profit / Human Services Funding Agreements for FY2016/2017

Statement of Issue:

This agenda item seeks Board approval of Non Profit / Human Services Funding Agreements for FY2016/2017 and authorize 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 FY16/17, there are nine (9) 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 \$225,000; Chattahoochee Main Street \$5,000; Capital Medical Services \$5,000; Gadsden Arts Center \$5,000; Gadsden Arts Center (Capital) - \$10,000; Havana Community Development Corp. \$10,000; Legal Services of North Florida \$6,500; North Florida Educational Development Corp. \$5,000; Quincy Main Street \$5,000; Quincy Music Theatre \$5,000. Each agreement has been reviewed and signed by the organizations.

Upon approval of this item, the Board is authorizing that the Boys & Girls Club be paid monthly and the other eight (8) 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 FY16/17 Board approved budget are \$281,500 for the non-profits.

Options:

1. Approve the Non Profit / Human Services Funding Agreements for FY2016/2017 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.

County Administrator's Recommendation

Option 1

Attachment:

1. Non-profit/Human Services Funding Agreements:
 - Boys and Girls Club
 - Capital Medical Services
 - Chattahoochee Main Street
 - Gadsden Art Center
 - Gadsden Music Theatre
 - Havana Community Development Corp.
 - Legal Services of North Florida
 - N. FL Educational Development Corp.
 - Quincy Main Street

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 the Boys and Girls Clubs of the Big Bend, Inc. (BGCBB), ("Grantee"). This agreement expires on September 30, 2017, and the Grantee shall not be entitled to any funds appropriated but not disbursed during FY2017.

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 \$225,000.00 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.
 - 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/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 monthly/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 _____ day of _____, 2016.

GADSDEN COUNTY, FLORIDA

BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: _____

Boys & Girls Clubs of the Big Bend
Name of Organization (Grantee)

BY: Lee Wayne

AS ITS: President / CEO

ATTEST: Michelle Clark

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

This agreement is made and entered into this _____ day of _____, 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and Capital Medical Society Foundation's We Care Network ("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 \$5,000.00 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.
 - 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 ____ day of _____, 2016.

GADSDEN COUNTY, FLORIDA

BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: _____

Capital Medical Society Foundation, Inc
Name of Organization (Grantee)

BY: Pam Wilson

AS ITS: Executive Director

ATTEST: Rosemary Evans

Gadsden County
Non – Profit / Human Services Funding Agreement

This agreement is made and entered into this 29th day of September, 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and Chattahoochee Main Street ("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 \$5,000.00 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.
 - 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 ____ day of _____, 2016.

GADSDEN COUNTY, FLORIDA

BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

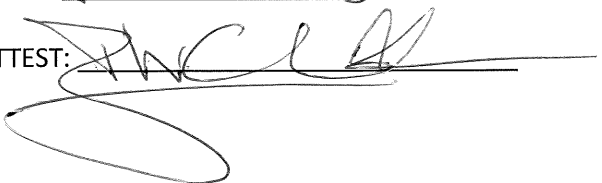
Nicholas Thomas, Clerk of the Court

BY: _____

Chattahoochee Main Street, Inc.
Name of Organization (Grantee)

BY: Benjamin W. Chandler

AS ITS: Executive Director

ATTEST: 

Gadsden County
Non – Profit / Human Services Funding Agreement

This agreement is made and entered into this 29th day of September, 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and Gadsden Arts 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 \$15,000.00 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.
 - 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 29th day of September, 2016.

GADSDEN COUNTY, FLORIDA

BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: _____

Gadsden Arts, Inc.

Name of Organization (Grantee)

BY: Grace B. Robinson

AS ITS: Executive Director

ATTEST: Grace B. Robinson

Gadsden County
Non – Profit / Human Services Funding Agreement

This agreement is made and entered into this _____ day of _____, 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and Gadsden Music Theatre ("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 \$5,000.00 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:

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 - 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.
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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 26th day of Sept, 2016.

GADSDEN COUNTY, FLORIDA

BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: _____

The Quincy Music Theatre
Name of Organization (Grantee)

BY: U2 B Mock

AS ITS: Managing Director

ATTEST: Mary Kaye Cooksey



Gadsden County
Non – Profit / Human Services Funding Agreement

This agreement is made and entered into this _____ day of _____, 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and Havana Community Development Corporation ("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.
 - 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 5th day of October, 2016.

GADSDEN COUNTY, FLORIDA

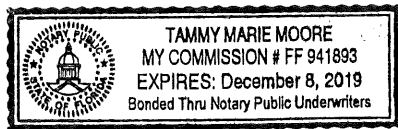
BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: _____



Havana Community Development Corp.
Name of Organization (Grantee)

BY: Hubert Butler, Jr.

AS ITS: President

ATTEST: Tammy Marie Moore

Gadsden County
Non – Profit / Human Services Funding Agreement

This agreement is made and entered into this _____ day of _____, 2016, 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 FY2017 budget appropriation in the amount of \$6,500.00 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 ____ day of _____, 2016.

GADSDEN COUNTY, FLORIDA

BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: _____

Legal Services of North Florida, Inc.
Name of Organization (Grantee)

BY: Executive Director

AS ITS: 

ATTEST: 

Gadsden County
Non – Profit / Human Services Funding Agreement

This agreement is made and entered into this 28th day of September 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and N. FI Educational Development Corp. ("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 \$5,000.00 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.
 - 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/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 28th day of September 2016.

GADSDEN COUNTY, FLORIDA

BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: _____

North Florida Educational Dev. Corp.
Name of Organization (Grantee)

BY: Carolyn Ford

AS ITS: Executive Director

ATTEST: Arriane Graham

Gadsden County
Non – Profit / Human Services Funding Agreement

This agreement is made and entered into this 7th day of October, 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and Quincy Main Street ("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 \$5,000.00 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.
 - 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 ____ day of _____, 2016.

GADSDEN COUNTY, FLORIDA

BY: _____

Brenda Holt, Chair
Board of County Commissioners

ATTEST:

Nicholas Thomas, Clerk of the Court

BY: _____

Quincy Main Street, Inc
Name of Organization (Grantee)

BY: Joseph S. Crum

AS ITS: EXECUTIVE DIRECTOR

ATTEST: _____