

FUNDING AGREEMENT

NASSAU COUNTY, FLORIDA

THIS AGREEMENT, made and entered into this 12th day of November, 1976, by and between the NORTHEAST FLORIDA DISTRICT MENTAL HEALTH BOARD, INC., a non-profit corporation established under the laws of the State of Florida, hereinafter referred to as DISTRICT BOARD, and NASSAU COUNTY, FLORIDA, a subdivision of the State of Florida established under the laws of the State of Florida, hereinafter referred to as Nassau County.

W I T N E S S E T H :

WHEREAS, the State of Florida enacted "The Community Mental Health Act of 1970" to organize, better utilize and finance mental health services in local communities and to provide a means of allocating state mental health funds according to community needs; and

WHEREAS, the State of Florida, pursuant to said Act, established the District Board for the purpose of administering a community mental health program in District 6 comprised of four counties, Baker, Clay, Duval, and Nassau; and

WHEREAS, the State of Florida enacted the "Comprehensive Alcoholism Prevention, Control and Treatment Act" to establish and maintain a comprehensive program for the control of drunkenness and the prevention and treatment of alcoholism throughout Florida; and

WHEREAS, said District Board desires to contract with Nassau County for the purpose of providing mental health and alcoholism services to children and adults in Nassau County for which such funds are to be provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings hereinafter contained, the parties hereto, for themselves and their respective successors, personal representatives and assigns, do mutually agree as follows:

1. The District Board through Child Guidance Clinic of Duval County and University Hospital Community Mental Health Center agrees to provide mental health services in fulfillment of the purposes and objectives of the Community Mental Health Act of 1970, subject to

the availability of funds being provided by Nassau County.

2. The District Board through the Nassau County Council on Alcoholism and Drug Abuse and the Jacksonville Detoxification Center agrees to provide alcoholism services in fulfillment of the purposes and objectives of the Comprehensive Alcoholism Prevention, Control and Treatment Act, subject to the availability of funds being provided by Nassau County.

3. Nassau County agrees to provide local match to the District Board for said mental health and alcoholism services during the twelve-month period of performance under this contract in the amount not to exceed the sum of *THIRTY TWO THOUSAND NINE HUNDRED NINE* DOLLARS***** payable in installments at the beginning of each quarter, subject to the availability of County funds. At the commencement of each quarterly period, the Board shall submit a request in writing to Nassau County for the amount of funds to be disbursed during such period.

4. It is understood and agreed by both parties that the Board shall furnish the said mental health and alcoholism services only as long as funds are made available to the Board and that, in the event that funds sufficient to compensate for the said services are exhausted, not appropriated by the County or otherwise are unavailable to the Board, then and in that event, the Board shall have no obligation to continue said services.

5. During the period of performance of this contract, the Board agrees to comply with the provisions of the approved plan of outreach, mental health and alcoholism services to Nassau County; all applicable provisions of State and Federal law; all applicable provisions of the Federal and State Administrative Rules and Regulations; the Guidelines for Implementation of The Comprehensive Alcoholism Prevention, Control, and Treatment Act.

6. This contract shall become effective on the day and year first written above and the period of performance of this contract shall be a twelve-month period, commencing on the 1st day of October,

1976, and terminating on the 30th day of September, 1977, unless terminated sooner by either party upon giving of fifteen (15) days written notice to the other party.

7. This contract may be amended from time to time by mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in duplicate, the day and year first written above.

ATTEST:

DISTRICT MENTAL HEALTH BOARD NO. 6

D. Oaxley
Clerk of County Commission

John F. Armstrong Sr.
Chairman, Nassau County Board of Commissioners

WITNESS:

Minnie Clark
Barbara D. Roper

John J. Gallard
President, Northeast Florida District
Mental Health Board, Inc.
District No. 6