9th

AGREEMENT

THIS AGREEMENT made and entered into this $\frac{1}{1}$ day of February , 2005, by and between the County of Nassau, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the Barnabas Center, hereinafter referred to as CENTER.

WITNESSETH

WHEREAS, it is in the best interest of the citizens of Nassau County that the CENTER continue, and work with the economically deprived citizens of Nassau County, and

WHEREAS, the CENTER now maintains services for the economically deprived residents of Nassau County;

NOW, THEREFORE, the parties hereto agree as follows:

- 1. For and in consideration of the sum of \$10,000, which shall be paid in quarterly installments, during the months of November, February, May and August of the fiscal year, the CENTER does hereby agree to perform services that will benefit the residents of Nassau County. Said services to include but not be limited to the following:
 - a. Continuing the present level of services provided for the citizens of Nassau County.
- 2. The CENTER shall make their financial records available to the COUNTY for purposes of an audit, if requested by the COUNTY. The COUNTY shall require an audit of previous year's financial records to be performed by an independent accounting firm. The audit report must be received by the COUNTY before the May distribution will be made.
- 3. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, and services that are compliant with both the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this ______ day of ________, 2005.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:	BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA BY: ANSLEY N ACREE ITS: CHAIRMAN
	JOHN A. CRAWFORD ITS: EX-OFFICIO CLERK
	BARNABAS CENTER BY: ITS: EXECUTIVE DIRECTOR
Contract approved as to form by the Massau County Attorney. MICHAEL S. MULLAN County Actorney	

AFFIDAVIT

I, Dole Dole, certify that our programs and facilities are in compliance with the Federal Americans with Disabilities Act and the Florida Accessibility Code.

SIGNATURE TITLE: Decotive Director.

State of Florida County of Nassau

The foregoing instrument was acknowledged before me this 15 day of February, 2005, by Susan Holden Indge, as Executive Director, of the Barnabas Cantel, who is personally known to me or who has produced _______ as identification and who did take an oath.

Notary Public

State of Florida at Large

My Commission expires: 2/23/07

Mary Eagen
Commission #DD186693
Expires: Feb 23, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Barnabas Center, Inc. 11 South 11th Street, Fernandina Beach, FL 32034 (904) 261-7000 FAX: (904) 277-2984

Board Of Directors

Dan Cerone President

Gail Neidernhofer Vice-President

Edward Sproat Treasurer

> Sandy Price Secretary

Alexa Alvarez

Ted Heglund

Larry Myers

Carolyn Phanstiel

Ray Ramsburg

Robert (Tony) Rives

Waldo Romero, Sr.

Edward Strobach

Chip Townsend

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TO A11.

All of us here at Barnabas Center wish to Thank you and The people of Nassau County for your generals assertance.

Inclosure



Jim B. Higginbotham Ansley Acree Tom Branan Floyd L. Vanzant Marianne Marshall Dist. No. 1 Fernandina Beach Dist. No. 2 Fernandina Beach Dist. No. 3 Yulee Dist. No. 4 Hilliard Dist. No. 5 Callahan

> JOHN A. CRAWFORD Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

MIKE MAHANEY County Administrator

February 16, 2005

Mrs. Susan Holden-Dodge Executive Director Barnabas Center 11 South 11th Street Fernandina Beach, FL 32034

Dear Mrs. Holden-Dodge:

Enclosed please find the original of the Agreement between the Board of County Commissioners of Nassau County and your agency for the allocation of budget funds for FY 04-05, as approved by the Board on February 9, 2005.

Please execute the original Agreement and return same to my office in the enclosed self-addressed envelope. Upon full execution of the Agreement, we will provide you with a fully executed copy.

Thank you for your prompt attention in this matter.

Sincerely yours,

John A. Crawford Ex-Officio Clerk

JAC: jb

Enclosure