

Tracking Number CM1354

AGREEMENT

THIS AGREEMENT made and entered into this 19th day of November, 2008, by and between the County of Nassau, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the Boys and Girls Club of Nassau County Foundation, Inc., P.O. Box 16003, Fernandina Beach, Florida 32035, hereinafter referred to as FOUNDATION.

WITNESSETH

WHEREAS, the Boys and Girls Club of Nassau County Foundation, Inc., will provide funding to the Boys and Girls Club of Northeast Florida, Inc., for services for children in Nassau County.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and in consideration of the sum of \$50,000.00, which shall be paid in quarterly installments, during the months of November, February, May and August of the fiscal year, the FOUNDATION will provide the funds to the Boys and Girls Club of Northeast Florida for services to be provided by the Boys and Girls Club in Nassau County. Appropriations necessary for the funding of this Agreement beyond 2009 shall be subject to the budget and appropriation by the Board of County Commissioners during the regular budget process. Said services to include but not be limited to the following:
 - a. Continuing the present level of services provided for the children by the Boys and Girls Club of Northeast Florida within Nassau County.
 - b. The funds received by the FOUNDATION from the COUNTY will be distributed to the Boys and Girls of Northeast Florida. The funds will be used to benefit the programs and services for the children of Nassau County, Florida.
2. The FOUNDATION shall make their financial records available to the Clerk of the Courts on behalf of the COUNTY for purposes of an audit, if requested by the COUNTY or the Clerk. The County shall require an audit of the previous fiscal year's financial records performed by an independent accounting firm. The audit report shall be presented to the County and accepted by the Clerk of Courts 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.

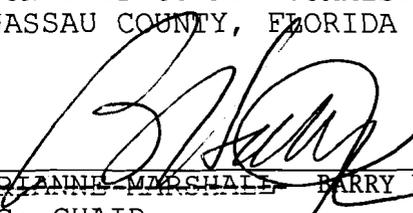
4. Failure to provide the programs and services for the children of Nassau County shall be considered a breach of the contract and any and all funds provided to the FOUNDATION shall be repaid within sixty (60) days of the occurrence of a breach of the contract.

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Chair of the Board of County Commissioners of Nassau County, Florida this 19th day of November, 2008.

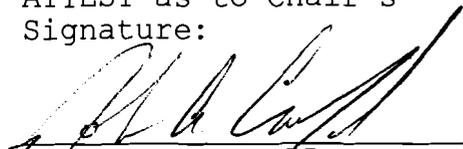
SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

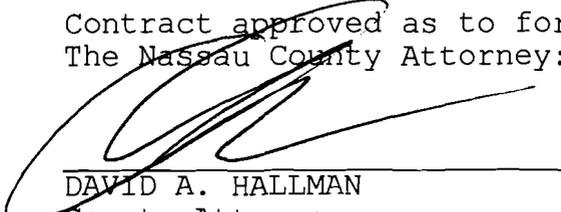



~~MARIANN MARSHALL~~ BARRY HOLLOWAY
ITS: CHAIR

ATTEST as to Chair's
Signature:

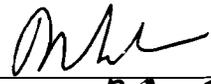

JOHN A. CRAWFORD
ITS: EX-OFFICIO CLERK

Contract approved as to form by
The Nassau County Attorney:


DAVID A. HALLMAN
County Attorney

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

BOYS AND GIRLS CLUB OF
NASSAU COUNTY FOUNDATION, INC.

Nicole Gagnon 10/17/08 BY: 
P. A. S. B. A. 014
ITS: PRESIDENT

