

Contract Number CM1376-A-1

FIRST AMENDMENT TO AGREEMENT WITH EPISCOPAL CHILDREN'S SERVICES

THIS AGREEMENT made and entered into this ~~15th~~ ^{23rd} day of February, 2009, by and between the County of Nassau, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the Episcopal Children's Services, Inc., 100 Bell Tel Way, Jacksonville, FL 32216, hereinafter referred to as AGENCY.

WHEREAS, it is in the best interest of the citizens of Nassau County that the EPISCOPAL CHILDREN'S SERVICES program continue, and

WHEREAS, the AGENCY provides quality child care to Nassau County's low income children and parents; and

WHEREAS, the County desires to revise Section 2 of the Agreement dated December 22, 2008, regarding the audit requirements of this agreement; and

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and understanding contained herein, the parties hereto do mutually agree as follows:

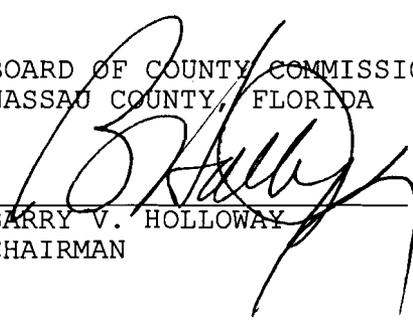
1. Section 2 shall now read: Episcopal Children's Services shall submit simultaneously to the County Coordinator and the Clerk an annual accounting acceptable to the Clerk on or before May 1st of each fiscal year in which Episcopal Children's Services received funding from the County. Additionally, Episcopal Children's Services shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of Episcopal Children's Services to provide the annual accounting record by the time specified shall result in the revocation of granting of further funds and reimbursement of

funds distributed during the year for which no report was submitted.

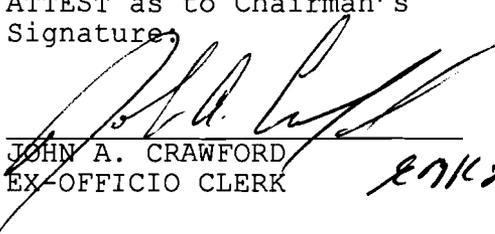
- 2. This Agreement shall be amended in writing from time to time by mutual consent of parties.

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 23rd day of February, 2009.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

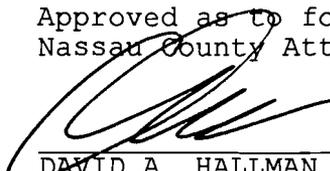

BARRY V. HOLLOWAY
CHAIRMAN

ATTEST as to Chairman's
Signature:


JOHN A. CRAWFORD
EX-OFFICIO CLERK

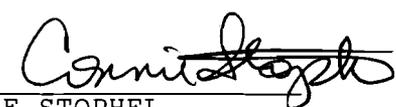
2/11/09/2/25/09

Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN

SIGNED, SEALED, & DELIVERED
IN THE PRESENCE OF:

EPISCOPAL CHILDREN'S SERVICES


CONNIE STOPHEL
Its: CHIEF EXECUTIVE OFFICER

rs

AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of December, 2008, by and between the County of Nassau, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the Episcopal Children's Services, Inc., 100 Bell Tel Way, Jacksonville, FL 32216, hereinafter referred to as AGENCY.

WITNESSETH

WHEREAS, it is in the best interest of the citizens of Nassau County that the EPISCOPAL CHILDREN'S SERVICES program continue, and

WHEREAS, the AGENCY provides quality child care to Nassau County's low income children and parents.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and in consideration of the sum of \$15,000.00, which shall be paid in quarterly installments, during the months of November, February, May and August, the AGENCY does hereby agree to perform services that will benefit the residents of 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 economically deprived children and parents of Nassau County, Florida.
2. The AGENCY 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 previous fiscal year's financial records to be performed by an independent accounting firm. The audit report must 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 should be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, or 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.

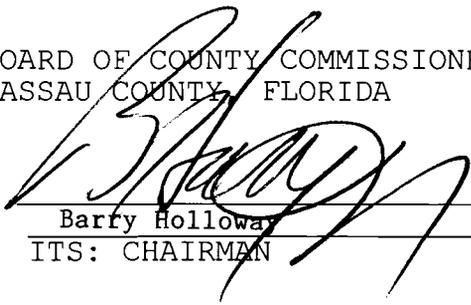
IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Chair of the Board of County Commissioners of Nassau County, Florida, this 22nd day of December, 2008.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

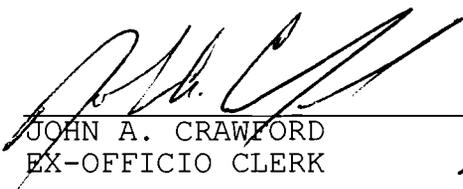
Brenda K. Anville

BY:


Barry Holloway
ITS: CHAIRMAN

ATTEST as to Chairman's
Signature:

Brenda K. Anville


JOHN A. CRAWFORD
EX-OFFICIO CLERK

20/12/2008

EPISCOPAL CHILDREN'S SERVICES

BY:


CONNIE STOPHEL
ITS: CHIEF EXECUTIVE OFFICER

Contract approved as to form:


DAVID A. HALLMAN
County Attorney