

**FUNDING AGREEMENT FOR FISCAL YEAR 2009/2010 FOR BOYS AND GIRLS CLUB OF NASSAU COUNTY FOUNDATION, INC.**

This agreement entered into this 16th day of December, 2009, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and **BOYS AND GIRLS CLUB OF NASSAU COUNTY FOUNDATION, INC.**, P.O. Box 16003, Fernandina Beach, Florida 32035, hereinafter referred to as FOUNDATION.

**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, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. For 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 2010 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:

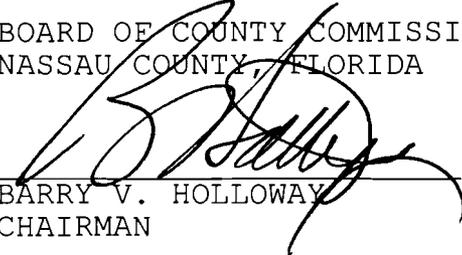
- a. Continuing the present level of services provided for the children by the Boys and Girls Club of Northeast Florida within Nassau County.
- b. The funds received by the FOUNDATION from the COUNTY will be distributed to the Boys and Girls of Northeast Florida. The funds will be used to benefit the programs and services for the children of Nassau County, Florida.

2. Boys and Girls Club of Nassau County Foundation, Inc. shall submit simultaneously to the County Coordinator and the Clerk an annual accounting acceptable to the Clerk on or before May 1<sup>st</sup> of each fiscal year in which Boys and Girls Club of Nassau County Foundation, Inc. received funding from the County. Additionally, Boys and Girls Club of Nassau County Foundation, Inc. shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of Boys and Girls Club of Nassau County Foundation, Inc. to provide the annual accounting record by the time specified shall result in the revocation of

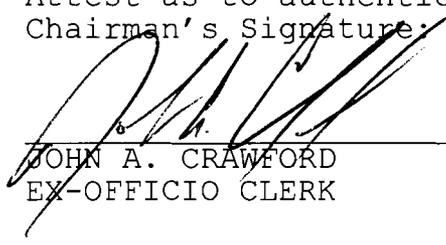
granting of further funds and reimbursement of funds distributed during the year for which no report was submitted.

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.
5. The term of this agreement shall commence on October 1, 2009 and terminate on September 30, 2010.
6. This Agreement shall be amended in writing from time to time by mutual consent of parties.

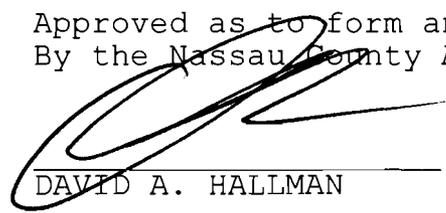
IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Chair of the Board of County Commissioners of Nassau County, Florida this 16th \_\_\_\_\_ day of \_\_\_\_\_ December \_\_\_\_\_, 2009.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA  
  
BARRY V. HOLLOWAY  
CHAIRMAN

Attest as to authenticity of  
Chairman's Signature:

  
JOHN A. CRAWFORD  
EX-OFFICIO CLERK  
*ERIC 12/16/09*

Approved as to form and legality  
By the Nassau County Attorney:

  
DAVID A. HALLMAN

[Signatures continue on next page]

BOYS AND GIRLS CLUB OF  
NASSAU COUNTY FOUNDATION, INC.

William H. Gowen

ITS: PRESIDENT

STATE OF Florida

COUNTY OF Nassau

Before me personally appeared, William H Gowen,  
who is personally known \_\_\_\_\_ or produced \_\_\_\_\_  
as identification, known to be the person described in and  
who executed the foregoing instrument, and acknowledged to  
and before me that he/she executed said instrument for the  
purposes therein expressed.

WITNESS my hand and official seal, this 12<sup>th</sup> day of  
November, 2009.

[Handwritten Signature]

Notary Signature



Notary-Public-State of Florida at large

My Commission expires: 12/29/12