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FUNDING AGREEMENT FOR FISCAL YEAR 2011-2012 FOR ASSOCIATION OF RETARDED CITIZENS (ARC/NASSAU)

This agreement entered into this <u>8th</u> day of <u>November</u>, 2011, by and between the **BOARD OF COUNTY COMMISSIONER OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the **ASSOCIATION FOR RETARDED CITIZENS**, 86051 Hamilton Street, Yulee, Florida 32097, hereinafter referred to as ARC/NASSAU.

WHEREAS, it is in the best interest of the citizens of Nassau County that the ARC/NASSAU program continue, and work with the adults with developmental disabilities living and working in Nassau County, and

WHEREAS, the ARC/NASSAU program now maintains a program and headquarters for the adults with developmental disabilities living and working 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 \$32,400.00, which shall be paid in quarterly installments, during the months of November, February, May and August, the ARC/NASSAU program does hereby agree to perform services that will benefit the residents of Nassau County. Appropriations necessary for the funding of this Agreement beyond 2012 shall be subject to the budget and appropriation by the Board of County Commissioners during the regular budget process.

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Said services to include but not be limited to the following:

- a. Continuing the present level of services provided for the adults with developmental disabilities living and working in Nassau County at the ARC/NASSAU'S main center.
- 2. ARC/NASSAU 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 the agency received funding from the County. Additionally, the agency shall make its books available for inspection by the designee of the County upon reasonable notice. Failure of agency to provide the annual accounting record by the time result in the revocation of specified shall the 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.

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- The term of this agreement shall commence on October 1, 2011 and terminate on September 30, 2012.
- 5. 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 Designee of the Board of County Commissioners of Nassau County, Florida, this <u>8th</u> day of <u>November</u>, 2011.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

MANAGER COUNT ITŚ Designee

[SIGNATURES CONTINUE ON NEXT PAGE]

ARC/NASSAU

ITS: EXECUTIVE DIRECTOR

STATE OF FLORIDA

COUNTY OF NASSAU

Before me personally appeared, <u>Faye Johnson</u> who is personally known <u>v</u> 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 2^{M} day of <u>November</u>, 2011.

plaure C Rhoden

Notary Signature

Notary-Public-State of <u>Florida</u> at large My Commission expires: **8-13-13**

DAWN C. RHODEN Notary Public, State of Florida My comm. exp. Aug. 13, 2013 Comm. No. DD 916788