

CONTRACT APPROVAL FORM

2012 OCT 24 PM 2: 33

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1911

CONTRACTOR INFORMATION

Name: Ark of Nassau

Address: 86051 Hamilton Street Yulee FL 32097
City State Zip

Contractor's Administrator Name: Faye Johnson Title: Executive Director

Tel#: 904-225-9355 Fax: 904-225-9262 Email: _____

CONTRACT INFORMATION

Contract Name: Funding Agreement for FY 12/13 Contract Value: \$32,400.00 ✓

Brief Description: Funding allocation for Ark of Nassau for FY2012-2013

Contract Dates : From: 10/1/12 to 9/30/13 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other N/A

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | |
|--|-----------------|-----------------------|
| 1. _____ | _____ | 01692565-582007 |
| Department Head Signature | Date | Funding Source/Acct # |
| 2. <u>Charlotte Young</u> | <u>10-31-12</u> | |
| Contract Management | Date | |
| 3. <u>[Signature]</u> | <u>11-6-12</u> | |
| Office of Management & Budget | Date | |
| 4. <u>[Signature]</u> | <u>11-1-12</u> | |
| County Attorney (approved as to form only) | Date | |

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Ted Selby 11/7/12
 Ted Selby Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

FUNDING AGREEMENT FOR FISCAL YEAR 2012-2013 FOR ARK OF NASSAU

This agreement entered into this 7th day of November, 2012, 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 **ARK OF NASSAU**, 86051 Hamilton Street, Yulee, Florida 32097.

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

WHEREAS, the ARK OF 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 ARK OF 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 2013 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 adults with developmental disabilities living and working in Nassau County at the ARK OF NASSAU'S main center.
2. ARK OF NASSAU shall submit simultaneously to the County Manager 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 specified shall result in the revocation of 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.
4. The term of this agreement shall commence on October 1, 2012 and terminate on September 30, 2013.

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 7th day of November, 2012.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



TED SELBY, COUNTY MANAGER
ITS: Designee

[SIGNATURES CONTINUE ON NEXT PAGE]

ARK OF NASSAU

Faye Johnson
FAYE JOHNSON
ITS: EXECUTIVE DIRECTOR

STATE OF Florida

COUNTY OF Nassau

Before me personally appeared, Faye Johnson,
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 22 day of
October, 2012.

Dawn C Rhoden
Notary Signature

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

Notary-Public-State of Florida at large
My Commission expires: Aug 13, 2013