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RESOLUTION ~~OR ORDINANCE~~ NO. 77-203

A RESOLUTION OF THE COUNCIL OF THE (CITY/
COUNTY), NASSAU COUNTY FLORIDA,
AUTHORIZING AND DIRECTING THE (MAYOR/CHAIRMAN
OF THE BOARD) JOHN F. ARMSTRONG, SR.
TO SIGN AN AGREEMENT WITH THE STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE FLORIDA
FINANCIAL ASSISTANCE FOR COMMUNITY SERVICES ACT.

IT IS HEREBY RESOLVED BY THE CITY/COUNTY OF
Nassau, OF NASSAU
COUNTY, FLORIDA AS FOLLOWS:

Section I. That the Mayor/Chairman is hereby author-
ized and directed to sign in the name and on behalf of the City
Commission or the Board of County Commissioners an Agreement
between the Florida Department of Community Affairs and the
COUNTY OF NASSAU under the Florida Financial Assistance
(name of city or county)
for Community Services Act, as per copy attached hereto and made
part hereof.

Section II. That all funds necessary to meet the contract
obligations of the city, or county and its delegate agencies (if
applicable) with the Department have been appropriated and said
funds are unexpended and unencumbered and are available for pay-
ment as prescribed in the contract. The city or county shall be
responsible for the funds for the local share notwithstanding the
fact that all or part of the local share is to be met or contri-
buted by other source, i.e., contributions, other agencies or
organization funds.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 19 77

APPROVED:
John F. Armstrong, Sr.
Mayor or Chairman of County
Commissions

John F. Clayton
Douglas Hodges
Gene B. Blackwell
Ray Jones

ATTEST:
W. S. [Signature]
[Signature]

COMMUNITY SERVICES TRUST FUND CONTRACT

THIS AGREEMENT, beginning the 1st day of October, 1977, between the State of Florida Department of Community Affairs (hereinafter referred to as "Department"), an agency of the State of Florida, with headquarters in the City of Tallahassee, and NASSAU COUNTY (hereinafter referred to as the "Community").

THIS AGREEMENT (CONTRACT) IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

The Department, in furtherance of its duties under Sections 409.501 through 409.506, Florida Statutes (Chapter 74-166, Laws of Florida) and Sections 20.05(1) and 20.18(1) and (5), Florida Statutes, has determined that the Community has applied and qualifies for a grant under the Florida Financial Assistance for Community Services Act.

The Community, in furtherance of its power and authority to conduct community service programs, has enacted an appropriate resolution or ordinance necessary to appropriate the funds required under this grant and to enter into any contract necessary to fulfill the provisions of the program. A copy of said resolution or ordinance is attached hereto and by this reference is made a part of this agreement.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. Grant Offer to the Community

The Department hereby makes a grant offer to the Community under the terms and conditions of Sections 409.501-506, Florida Statutes, this agreement and Chapter 9C-2, Florida Administrative Code (rules and regulations governing these grant funds).

2. Area Covered

Except as may be expressly provided elsewhere in this agreement, the Community shall perform all of the necessary services provided under this Agreement in connection with and respecting the geographic area(s) specified in the application for grant funds. Attached hereto and by this reference made a part hereof.

3. Scope of Services

(a) The Community agrees, under the terms and conditions of this Agreement and applicable rules and regulations of the Department or Division of Community Services, to undertake, perform, and complete certain community service programs, more particularly described in the attached work program(s) and by this reference made a part hereof.

(b) The Community agrees that the sum of the program services covered by this Agreement shall not be subcontracted or delegated except as provided for in this Agreement or amended without prior written approval of the Department.

4. Time of Performance

The Community agrees to execute this agreement within thirty (30) days of receipt and to commence services within fifteen (15) days after execution by the Department unless otherwise specified in the work program. All services to be offered shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purpose of this Contract, but in any event all the services required hereunder shall be completed no later than September 30, 1978.

5. Compensation

(a) The Department agrees to pay the Community the total sum of \$3480⁰⁰ for the community service program(s) described herein, the balance of funds required will be provided by the Community as provided in the attached budget statement. The budget statement is by this reference made a part of this Agreement.

(b) The Department shall forward to the Community an equal monthly amount of \$290⁰⁰ for the twelve month period beginning October 1, 1977.

(c) Payment of these committed state funds pursuant to this Contract are subject to the total release of authorized appropriations from the Trust Fund; otherwise, a pro rata distribution of available funds will be made.

6. Reports and Records

(a) The Department may withhold payment if required reports, (i.e., a monthly financial statement and a quarterly program status report) have not been timely submitted and adequately completed.

(b) In the event that all required reports are not received, in adequate and correct form, within thirty (30) days of the due date, the Community will be informed that further grant payments will be withheld until all reports are received in correct form. If all reports are not subsequently received in satisfactory form and condition, the contract will be terminated.

(c) The Community agrees to maintain adequate financial procedures, including adequate supporting documents, to account for the use of money as provided in the application, which includes the budget statement. The Community shall also monitor and review its delegates' financial records and reports to assure proper compliance with this Agreement.

(d) The Community shall also provide the Department with any necessary records, reports or financial statements, etc., requested for purpose of auditing and monitoring said grant funds awarded under this Agreement.

(e) The Community shall provide the Department with an audit of the contract funds, program compliance and administrative capability of the responsible agency(ies) including delegate agencies. Such audit shall be in compliance with requirements set forth by the Department for such audit, and shall be forwarded to the Department not later than one hundred-twenty (120) days after the termination date of this Agreement unless extended by the Department.

7. Termination of Contract for Cause

(a) If, through any cause, the Community shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Community shall violate any of the covenants, agreements, or stipulations of this Agreement, the Department shall thereupon have the right without liability to terminate this Agreement by giving written notice to the Community of such termination. The Department may also require a repayment plus penalty for funds paid to a Community as a result of any breach of this Agreement.

(b) Notwithstanding the above, the Community shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of Agreement by the Community and the Department may withhold any payments to the Community for the purpose set-off until such time as the exact amount of damages due the Department from the Community is determined.

8. Community Responsibilities and Obligations

The Department's financial obligation to the Community shall be limited solely to the amount and terms of this Agreement.

The Community agrees to hold harmless and if necessary defend, indemnify the Department from all claims, liabilities, suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Community, its delegates, agents or employees, or due to any act occurrence of omission or commission of the Community.

9. Changes

The Department or Community may, from time to time, request changes in the scope of the services of the Community to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Community, shall be incorporated as written amendments to the Contract.

10. Interest of Members of Department and Others

No officer, member or employee of the Department and no member of its governing body, and no other public official of the governing body of any locality in which the Program is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Program, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; nor shall any such officer, member or employee of the Department or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the Program is situated or being carried out, have any interest, direct, or indirect, in this Agreement or the proceeds thereof.

11. Assignability

The Community shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department thereto; provided, however, that claims for money due or to become due the Community from the Department under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department.

12. Delegate Activities and Responsibilities

The Community shall be responsible for the performance of its delegates and agrees to continually review their activities to assure that they are carrying out their responsibilities. In the event the delegate does not comply with the requirements of the work programs, the Community shall take the necessary action to obtain compliance

13. Matching Restrictions

No federal funds other than federal revenue sharing, shall be used by the Community as the matching funds for this grant.

IN WITNESS WHEREOF, the Department and the Community have executed this Agreement as of the date first above written.

ATTEST:

BY:

(signature)
D. O. Oxley
Ex-Officio Clerk, B.C.C.

(type name and title)

John F. Armstrong, Sr.
(signature)
John F. Armstrong, Sr.,
Chairman
Board of County Commissioners, Nassau County

Mayor or Chairman of Commission
(Type name and title)

DATE September 27, 1977

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

ATTEST:

BY:

Mariane Berry
(signature)

W.H. Ravenell
(signature)

William H. Ravenell, Secretary

DATE 9/21/77

STATE OF FLORIDA :

COUNTY OF _____ :

I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared _____, to me known to be the person described as _____, of _____, in and who executed the foregoing (City or County) instrument, and he acknowledged before me that he executed it in the name of and for _____, affixing its (City or County) seal, and that he was duly authorized by that governing body of the _____ to do so. (City or County)

WITNESS my hand and official seal in the county and state named above this _____ day of _____, 1977.

 Notary Public
 My Commission Expires: _____