Mid-Year Funding AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2003, by and between Leon County, Florida, a political subdivision of the State of Florida ("County") and **Frenchtown Neighborhood Improvement Association** ("Grantee").

WHEREAS, Leon County, by and through its Board of County Commissioners, and at its December 9, 2003 Board Meeting approved a disbursement of **$2,500** out of the County's General Fund Contingency for the following reason(s):

> **Provide financial assistance to defray the costs associated with the Annual Soul Santa event to purchase stocking stuffer toys, bikes, skates and skateboards for underprivileged children.**

WHEREAS, Leon County, by and through its Board of County Commissioners, and at its December 9, 2003 Board Meeting approved the following requirements of all entities awarded funding:

a. Documentation must be filed with the County's Office of Management and Budget (OMB) showing the actual expenditures of the funds received. Documentation must include copies of invoices, receipts, etc., confirming the funds were expended as authorized by the Board.

b. Documentation must be filed in OMB no later than 30 days after the expenditure of the funds.

c. If documentation is not filed, the Board will request the funds be returned, and the said entity would not be considered for any future funding requests.

d. For all entities with annual budgets greater than $300,000, a formal certified audit must be filed in OMB, as well as the requirement listed in item (a) prior to transferring any funds for FY 2003/2004.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this Agreement do agree as follows:

Notwithstanding the intention of the County to make this disbursement, the County specifically reserves the right to reduce, increase, or totally withdraw its financial commitment to

the Grantee at any time and for any reason.

1. The disbursement of funds by the County to the Grantee shall be disbursed in a lump-sum amount upon the County's OMB's receipt of an invoice submitted by the Grantee.

2. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the parties hereto, or as constituting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations and shall not expressly represent to any party that Grantee and County are partners or that Grantee is the agent or representative of the County.

3. The Grantee agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Grantee, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Grantee, including but not limited to costs and a reasonable attorney's fee. The County may at its option, defend itself or allow the Grantee to provide the defense.

4. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

5. This Agreement shall become effective upon its execution, and shall only be in effect for the Leon County fiscal year when executed.

IN WITNESS WHEREOF, the parties hereto have set their hands this ___ day of _____, 2003.

LEON COUNTY, FLORIDA

BY:_____
Jane G. Sauls, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of Circuit Court

By:_____

Approved as to Form:

By:_____
Herbert W. A. Thiele, Esq.
County Attorney

_____
Individual's/Organization's Name

By:_____

As Its: _____

Attest: _____

As Its: _____