

**FUNDING AGREEMENT FOR FISCAL YEAR 2009-2010 FOR NASSAU COUNTY
COUNCIL ON AGING, INC.**

This agreement entered into this 16th day of December, 2009, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as COUNTY), and **NASSAU COUNTY COUNCIL ON AGING, INC.**, 1367 South 18th Street, Fernandina Beach, Florida 32034, (hereinafter referred to as COUNCIL).

WHEREAS, it is in the best interest of the citizens of Nassau County that there be a Council on Aging, and

WHEREAS, the COUNCIL provides many services for the aging residents of 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 \$300,000.00, which shall be paid in quarterly installments, during the month of November, February, May and August, the COUNCIL does hereby agree to perform services that will benefit the residents of 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 aging at the COUNCIL'S main center.
2. The Nassau County Council on Aging 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 Nassau County Council on Aging received funding from the County. Additionally, the Nassau County Council on Aging shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the Nassau County Council on Aging 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

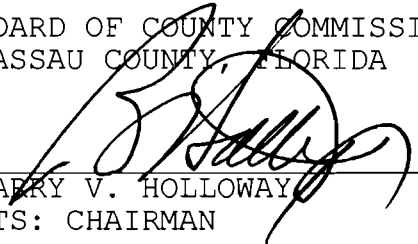
Disabilities Act (ADA) shall be considered a breach of the contract.

4. The term of this agreement shall commence on October 1, 2009 and terminate on September 30, 2010.

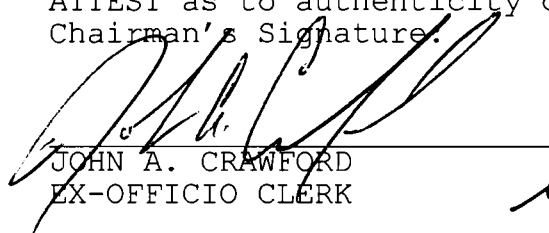
5. This Agreement shall be amended in writing from time to time by mutual consent of parties.

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

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

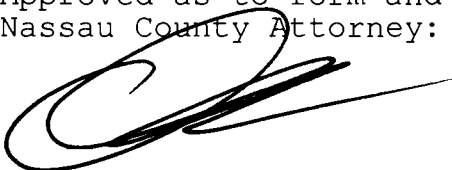

BARRY V. HOLLOWAY
ITS: CHAIRMAN

ATTEST as to authenticity of
Chairman's Signature.


JOHN A. CRAWFORD
EX-OFFICIO CLERK

EB/12/16/09

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


DAVID A. HALLMAN
COUNTY ATTORNEY

NASSAU COUNTY COUNCIL
ON AGING, INC.

Kenneth J. Willette
KEN WILLETTE
ITS: EXECUTIVE DIRECTOR

STATE OF Florida
COUNTY OF Nassau

Before me personally appeared, Kenneth J. Willette
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 6th day of
November, 2009.

Cheryl Cummins
Notary Signature

Notary-Public-State of _____ at large
My Commission expires:

