

FUNDING AGREEMENT FOR FISCAL YEAR 2021/2022 FOR NASSAU COUNTY COUNCIL ON AGING, INC.

THIS AGREEMENT entered into this 13th day of December, 2021, 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.**, 1901 Island Walk Way, Fernandina Beach, Florida 32034, hereinafter referred to as "Council".

WHEREAS, it is in the best interest of the citizens of Nassau County, Florida that there be a council on aging, and

WHEREAS, the Council provides many services for the aging residents of Nassau County, Florida.

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 three hundred twenty-five thousand dollars (\$325,000.00), which shall be paid in quarterly installments, during the month of December, February, May and August, the Council does hereby agree to perform services that will benefit the residents of Nassau County, Florida. Appropriations necessary for the funding of this Agreement beyond FY 2021/2022 shall be subject to the budget and appropriation by the County 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 Council 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 Council received funding from the County. Additionally, the Council shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of the Council to provide the annual accounting records 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 Agreement and may result in the cancellation of this Agreement.

4. The Council is authorized to obtain gasoline for their vehicles from Nassau County Road and Bridge with a three percent (3%) markup to cover administrative fees. In the event that outstanding invoices exceed ninety (90) days, the County will deduct said amount from the next quarterly allocation installment.

5. The term of this Agreement shall commence on October 1, 2021 and terminate on September 30, 2022.

6. 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 13th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: THOMAS R. FORD
ITS: Chairman

Attest as to authenticity of
Chairman's Signature:

JOHN A. CRAWFORD
Ex-Officio Clerk

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

MICHAEL MULLIN

NASSAU COUNTY COUNCIL
ON AGING, INC.

Janice Ancrum
By: JANICE ANCRUM
ITS: EXECUTIVE DIRECTOR