

**FUNDING AGREEMENT FOR NASSAU COUNTY COUNCIL ON AGING, INC.**  
**FISCAL YEAR 2023/2024**

THIS AGREEMENT is entered into 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**, Council provides many services for the aging residents of Nassau County, Florida; and

**WHEREAS**, the County recognizes that it is in the best interest of the citizens of Nassau County, Florida, that Council continue to provide services for the aging residents of Nassau County, Florida; and

**WHEREAS**, the County is desirous of entering into a funding agreement with Council, in order to fund said services.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**SECTION 1. RECITALS**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2: FUNDING.**

2.1. For the services outlined in this Agreement, the County shall pay Council 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. Appropriations

necessary for the funding of this Agreement beyond FY 2023/2024 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, as of the date of this Agreement, provided for the aging at Council's main center.

2.2 In performing its obligation under this Agreement, Council shall be at all times acting in the capacity of an independent contractor and not as an officer, employee or agent of the County.

2.3 Council shall submit simultaneously to the County Manager and the Clerk an annual accounting acceptable to the Clerk on or before May 1<sup>st</sup> of each fiscal year in which Council received funding from the County. Additionally, Council shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of 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.

2.4 Council is authorized to obtain gasoline for Council vehicles from the Nassau County Road and Bridge Department with a three percent (3%) markup to cover administrative fees. In the event that an invoice is not paid within ninety (90) days of receipt from the County, the County shall deduct the amount of the outstanding invoice from the next quarterly allocation installment provided for in section 2.1 hereinabove.

**SECTION 3. TERM OF AGREEMENT AND OPTION TO AMEND**

3.1 The term of this Agreement shall commence on October 1, 2023 and terminate on September 30, 2024, unless terminated by either party thirty (30) days written notice to the

other party, subject to completion of all previous and outstanding billings.

3.2 This Agreement may be amended only in writing by mutual consent of the parties.

**SECTION 4. THE AMERICANS WITH DISABILITIES ACT, FLORIDA PUBLIC RECORDS LAW.**

4.1 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 termination of this Agreement.

4.2 The County is a public agency subject to Chapter 119, Florida Statutes. **IF COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that Council is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, Council shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Council does not transfer the records to the County.

d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Council or keep and maintain public records required by the County to perform the service. If Council transfers all public records to the County upon completion of the Agreement, Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Council keeps and maintains public records upon completion of the Agreement, Council shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4.3 A request to inspect or copy public records relating to the County's Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify Council of the request, and Council shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

4.4 If Council does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

4.5 If Council fails to provide the public records to the County within a reasonable time, Council may be subject to penalties under Section 119.10, Florida Statutes.

4.6 If a civil action is filed against Council to compel production of public records relating to the Agreement, the Court shall assess and award against Council the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that Council unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Council has not complied with the request, to the County and to Council.

4.7 A notice complies with this Section, if it is sent to the County's custodian of public records and to Council at Council's address listed on its Agreement with the County or to The Salvation Army's registered agent. Such notices shall be sent to the address listed above for each party.

4.8 If Council complies with a public records request within eight (8) business days after the notice is sent, Council is not liable for the reasonable costs of enforcement.

#### **SECTION 5. TERMINATION.**

5.1 If Council fails to perform any of its obligations under this Agreement, and if such default remains uncured for more than fifteen (15) days after written notice was provided by the County, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement and cessation of payment.

5.2 The County reserves the right to terminate this Agreement in whole or part by giving Council written notice at least thirty (30) days prior to the effective date of termination.

**SECTION 6. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS.**

6.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

6.2 Council shall comply with any applicable regulatory requirements including federal, state, and local laws, rules, regulations codes, orders, criteria and standards.

**SECTION 7. NO ASSIGNMENT.**

7.1 Council shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

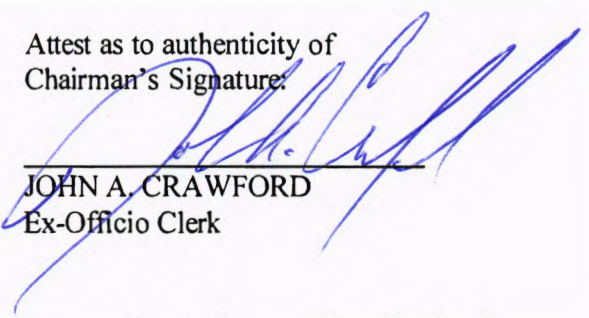
[Remainder of this page intentionally left blank.]

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 15th day of November, 2023.

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

  
By: JOHN F. MARTIN  
ITS: Vice-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:

*Denise C. May*

DENISE MAY

**NASSAU COUNTY COUNCIL  
ON AGING, INC.**

*Janice Ancrum*  
JANICE ANCRUM  
ITS: EXECUTIVE DIRECTOR