

CLAY COUNTY AGREEMENT/CONTRACT NO.: 2020/2021- ____

**CLAY COUNTY
AND
URBAN JACKSONVILLE, INC. DBA
AGING TRUE COMMUNITY SENIOR SERVICES
2021-2022 FUNDING AGREEMENT**

This Funding Agreement (“Agreement”) is entered into this 28th day of September 2021, by and between Clay County, a political subdivision of the State of Florida (“Clay County”), and Urban Jacksonville, Inc. dba Aging True Community Senior Services, a Florida Not-For-Profit Corporation (“Aging True”).

RECITALS

WHEREAS, the Federal Government has established a comprehensive program to provide essential services to the elderly citizens of the nation by the Enactment of P.L. 89-73, 89th Congress, July 14, 1965, as amended; and

WHEREAS, Aging True has been conditionally designated for the purpose of providing essential services to the older population of Clay County, under the Provider Service Area (PSA) of the Northeast Florida Area Agency on Aging (ElderSource) through the State Department of Elder Affairs (DOEA); and

WHEREAS, Aging True, in implementing its responsibilities for Clay County, receives part of its financial needs from the Federal and State Governments and part from local sources within Clay County; and

WHEREAS, the services to elderly residents of Clay County provided by Aging True are properly a public purpose and concern of Clay County.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, Clay County and Aging True do mutually agree as follows:

A. Term and Payment.

1. This Agreement will commence on October 1, 2021 and continue through September 30, 2022, unless earlier terminated. Clay County may terminate this Agreement, with or without cause, with seven (7) days written notice to Aging True.
2. Clay County, in consideration of Aging True's activities in providing essential services to the elderly of Clay County and for services rendered in connection with the Older American Act (Services), agrees to pay on a cash reimbursement basis to Aging True the sum of \$463,784.00 to be paid based on the terms set forth herein.
3. Aging True shall make a written request to Clay County on a monthly basis for payment of 1/12th of the designated amount (\$38,648.66 monthly), on request forms approved and acceptable to both parties hereto. Aging True shall supply the appropriate backup documentation to support the payment request, including copies of actual invoices paid by Aging True.
4. Clay County, in consideration of the need to provide transportation services for senior citizens enrolled in Aging True's Adult Day Care program (Transportation Services), agrees to pay a sum not to exceed \$150,000.00 to provide transportation to and from Aging True's Adult Day Care facilities for Adult Day Care clients between October 1, 2021 and September 30, 2022. This sum shall be paid on a cash reimbursement basis as the services are incurred by Aging True and after those services have been billed to Aging True and paid by them. A copy of the paid invoice shall be provided as documentation justifying the reimbursement of the cost of these services. Should Aging True desire to change transportation providers for this service, they must notify Clay County in writing of their intent to do so at least 30 days in advance of such change taking affect.
5. Aging True's requests for payment shall be presented to the Clay County Board of County Commissioners for approval of payment. All payments will be made in accordance with the provisions of the Local Government Prompt Payment Act.
6. Aging True will also receive from Clay County the in-kind services set forth in Section C below.

B. Conditions.

1. Aging True shall use the funds granted by Clay County to carry out county-wide planning, implementation and management of essential services for the elderly, called for under Federal and State law, regulations and policies relative to the needs of older persons living in Clay County.

2. Aging True shall furnish Clay County with a certified copy of its fiscal audits, ending December 31, 2021, upon request.
3. Aging True shall maintain an authentic copy of the monthly fiscal and quarterly programmatic reports rendered by Aging True as part of its responsibility as recipient of the above funds. These copies will be made available to Clay County upon request.

C. In-Kind Services.

1. In-Kind building maintenance will be provided by Clay County to Aging True for the four (4) properties being leased by Aging True from the County during the term of this Agreement.
2. In-Kind use of Clay County's two (2) FXO lines will be provided to Aging True by the County with a value of \$600.00 during the term of this Agreement.

D. Records.

1. Aging True shall maintain all records and documents applicable to the Services, the Transportation Services and the In-Kind Services under this Agreement for a minimum of three years from the date that final payment under this Agreement is received from Clay County, and shall be available for audit and public disclosure upon request of duly authorized persons. Aging True shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to such records and documents. In this regard, the following provisions shall apply to this Agreement:

(a) Aging True acknowledges Clay County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. Aging True acknowledges that Clay County is required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, Aging True covenants to comply with Public Records Laws, and in particular to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

(2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that

does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and,

(4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of Aging True upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Clay County in a format that is compatible with the information technology systems of Clay County.

(b) Failure to comply with this paragraph shall be deemed a material breach of this Agreement, for which Clay County may terminate this Agreement immediately upon written notice to Aging True.

IF AGING TRUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGING TRUE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 578-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

E. Taxes.

In that Clay County is a governmental agency exempt from sales and use taxes, Clay County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. Clay County shall provide proof of its exempt status upon reasonable request.

F. Appropriated Funds.

Aging True acknowledges that in the budget for each fiscal year of Clay County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that Clay County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

G. Independent Contractor.

Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. None of the provisions of this Agreement shall be construed to create, or be interpreted as, a joint venture, partnership or formal business organization of any kind.

H. Remedies.

Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.

I. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

J. Severability.

If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

K. No Third-Party Beneficiaries.

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

L. Conflict of Interest.

Throughout the term of this Agreement, Aging True must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Aging True's duties and obligations provided under this Agreement.

M. Amendment or Modification of Agreement.

The Agreement may only be modified or amended upon mutual written agreement of Clay County

and Aging True. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against Clay County.

N. Further Assurances.

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

O. Attorneys' Fees.

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend Clay County's liability beyond the limits established in Section 768.28, Florida Statutes.

P. Headings.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

Q. Counterparts

The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

R. Entire Agreement.

This Agreement represents the entire agreement between the parties. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid

S. Authority.

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement

represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first set forth above.

Clay County, a political subdivision
of the State of Florida

Urban Jacksonville, Inc.
dba Aging True Community
Senior Services

By: _____
Mike Cella, Chairman

By: _____
Teresa K. Barton, CEO

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board