

**CLAY COUNTY AGREEMENT/CONTRACT NO.: 2023/2024- \_\_\_\_**

**CLAY COUNTY  
AND  
URBAN JACKSONVILLE, INC. DBA  
AGING TRUE COMMUNITY SENIOR SERVICES  
FUNDING AGREEMENT FOR FISCAL YEAR 2023/2024**

This Funding Agreement for Fiscal Year 2023/2024 (“Agreement”) is entered into this \_\_\_\_ day of October, 2023, by and between Clay County, a political subdivision of the State of Florida (the “County”), and Urban Jacksonville, Inc. dba Aging True Community Senior Services, a Florida Not-For-Profit Corporation (“Aging True”).

**RECITALS**

**WHEREAS**, Clay County is made up of four municipalities (City of Green Cove Springs, City of Keystone Heights, Town of Orange Park, and Town of Penney Farms) and various neighborhoods (Middleburg, Fleming Island, and Oakleaf); and

**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 currently administers facilities, programs, activities and services to support the successful living and aging of Clay County residents and operates four senior centers at the County-owned properties that it leases from the County under a separate Lease Agreement located at (1) 604 Walnut Street, Green Cove Springs, Florida 32043, (2) 414 Stowe Avenue, Orange Park, Florida 32073, (3) 3916 Section Street, Middleburg, Florida 32068, and (4) 125 Commercial Circle, Keystone Heights, Florida 32656; and

**WHEREAS**, Aging True, in implementing its responsibilities for the 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 the County provided by Aging True are properly a public purpose and concern of the County; and

**WHEREAS**, the County has determined that providing financial assistance to Aging True

will serve a public purpose sufficient to justify the expenditure of County funds and resources and desires to provide funding to Aging True as set forth herein.

**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, the County and Aging True do mutually agree as follows:

A. Term and Payment.

1. The above recitals are true and correct and are incorporated herein by reference.
2. This Agreement shall commence on October 1, 2023 and continue through September 30, 2024, unless earlier terminated. The County may terminate this Agreement, with or without cause, within seven days written notice to Aging True. In the event that the Agreement is terminated without cause, Aging True will be reimbursed for expenses incurred in accordance with this Agreement prior to the notification of termination, if the County deems this reasonable under the circumstances.
3. The 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 total amount not to exceed \$588,784.00 to be paid in monthly installments in the amount of \$49,065.33 each month subject to Aging True's submittal of an invoice for reimbursement with supporting documentation as set forth herein.
4. To be eligible for reimbursement, Aging True must submit an invoice for reimbursement along with the required supporting documentation on a monthly basis to Clay County Comptroller's office ("Paying Agent") by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the County's Community and Social Services Director ("Director") by Email at [gabrielle.gunn@claycountygov.com](mailto:gabrielle.gunn@claycountygov.com) for approval of payment. All payments will be made in accordance with the provisions of the Local Government Prompt Payment Act. The invoice for reimbursement shall include the following information and supporting documentation:
  - a) The name, address and phone number, including payment remittance address.
  - b) Reference to this Agreement by its title and number as designated by the County.
  - c) Total amount being requested, the total amount previously requested, and the

- total amount paid to date.
- d) Detailed itemization of the Services provided, including, but not limited to those addressed under Conditions in Section B, which includes data to demonstrate how the older population in Clay County were served and/or programs provided.
  - e) Proof of payment (i.e., invoice and total billed and voided check or bank statement confirming payment).
  - f) Any additional documents, records, or information as needed that may be requested by the County.
5. Upon receipt of the invoice and supporting documentation, the Paying Agent and/or Director shall review the invoice and supporting documentation to determine whether the invoice provides the required documentation in accordance with this Agreement. If the Paying Agent and/or Director determines that the invoice does not conform with the applicable requirements, the Paying Agent and/or Director shall notify ECS of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Paying Agent and/or Director. Only actual and documented expenses shall be reimbursed by the County. The County may refuse to reimburse Aging True for any cost the County determines was not incurred in compliance with the terms of this Agreement.

B. Conditions.

- 1. Aging True shall use the funds granted by the 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 also use the funds granted by the County, which were increased during fiscal year 2022-2023, to operate the newly renovated kitchen at the Green Cove Springs senior center which is leased by the County to Aging True. As part of the kitchen operation, Aging True will provide meal services, including, but not limited to, a congregate meal site and meal delivery. Aging True shall provide the County with monthly reports that demonstrate and provide data regarding the operation of the kitchen and how the kitchen was used for that month. Aging True agrees to provide any additional documents, data, or information as needed to support or document the use of the kitchen as may be requested by the County.
- 3. Aging True shall provide the County with a certified copy of its fiscal audits, ending December 31, 2023, upon request.
- 4. 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 the County upon request.

C. In-Kind Services.

1. In-Kind building maintenance will be provided by the County to Aging True for the four properties being leased by Aging True from the County during the term of this Agreement subject to the availability of such funds in the County's budget.
2. In-Kind use of the County's two FXO lines will be provided to Aging True by the County with a value of approximately \$600.00 during the term of this Agreement.

D. Public Records.

1. Aging True shall maintain all financial records, documents, and statistical records pertinent to this Agreement for a minimum of five years from the date that final payment under this Agreement is received from the County, and such financial records, documents, and statistical records 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 financial records, documents, and statistical records. In this regard, the following provisions shall apply to this Agreement:

(a) Aging True acknowledges the 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 the 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 the County in a format that is compatible with the information technology systems of the County.

(b) Failure to comply with this paragraph shall be deemed a material breach of this Agreement, for which the 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) 529-3604, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

E. Taxes.

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The 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 the 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 the 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 the 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 the 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 the 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.


[Signatures appear on the following page.]

**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: \_\_\_\_\_  
Betsy Condon, Chairman

By:  \_\_\_\_\_  
Teresa K. Barton, CEO

ATTEST:

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