

FUNDING AGREEMENT WITH QUIGLEY HOUSE FOR FY 2025/2026

This Funding Agreement with Quigley House for FY 2025/2026 (“Agreement”) is entered into as of this _____ day of September, 2025, between Clay County, a political subdivision of the State of Florida, (the “County”), and Quigley House, Inc., a Florida Non-Profit Corporation, having a principal place of business at 3373-1 US Highway 17 North, Green Cove Springs, Florida 32043 (“Quigley House”).

RECITALS

WHEREAS, Quigley House is the only dual certified domestic violence and sexual assault center in Clay County; and

WHEREAS, Quigley House employs professional staff and provides services within Clay County to educate, equip, and empower survivors of domestic violence and sexual assault, and to increase awareness through community education; and

WHEREAS, Quigley House’s services include, but are not limited to, emergency shelter, on-site pet housing, a 24-hour crisis helpline, safety planning, case management, children’s services, individual and group counseling, support groups, referrals and information, housing and job assistance, legal accompaniment, the Injunction for Protection project, sexual assault forensic examination evidence collection, and overall support for survivors; and

WHEREAS, the County has determined that providing financial assistance to Quigley House will serve a public purpose sufficient to justify the expenditure of County funds and resources; and

WHEREAS, the County desires to provide such funding assistance under the terms and conditions set forth in this Agreement.

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 parties agree as follows:

1. The term of this Agreement shall commence and be effective as of October 1, 2025 (“Effective Date”), and end at midnight on September 30, 2026, unless otherwise terminated as provided herein.
2. During the term of this Agreement, Quigley House shall provide essential services to those affected by domestic violence and sexual assault (the “Services”). As part of the Services, Quigley House shall maintain professional staffing and operate a facility within Clay County dedicated to providing domestic violence services, sexual assault services, legal services, and counseling services. The Services shall include, but are not limited to: emergency shelter; on-site

pet housing; a 24-hour crisis helpline; safety planning; case management; children’s services; individual and group counseling; support groups; referrals and information; housing and job assistance; legal accompaniment; the Injunction for Protection project; sexual assault forensic examination evidence collection; and other related support for survivors.

3. Funding provided under this Agreement shall be limited to expenses incurred by Quigley House for provision of the Services during the term of this Agreement (“Qualified Expenses”). The County agrees to reimburse Quigley House for the Qualified Expenses in quarterly installments in the amount of \$12,853 each, for a **total amount not to exceed Fifty One Thousand Four Hundred Twelve Dollars (\$51,412)** subject to Quigley House’s submittal of an invoice for reimbursement with supporting documentation as set forth below.

4. To be eligible for reimbursement, Quigley House must submit an invoice for reimbursement along with the required supporting documentation on a quarterly basis to Clay County Comptroller’s office (“Paying Agent”) by Email at 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 Grants Director (“Director”) by Email at Megan.Covey@claycountygov.com. 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 reimbursement amount being requested, the total amount previously requested, and the total amount paid to date.
- d) Detailed itemization of the Services provided which includes data to demonstrate how citizens were served (i.e., number of citizens served, programs provided, etc.)
- e) Proof of payment (i.e., invoice and total billed and voided check or bank statement confirming payment) which demonstrates that the requested reimbursement is for Qualified Expenses.
- 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 and qualifies as a Qualified Expense. If the Paying Agent and/or Director determines that the invoice does not conform with the applicable requirements and/or does not qualify as a Qualified Expense, the Paying Agent and/or Director shall notify Quigley House 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. If the correction is not timely made or if the correction is unacceptable to the Paying Agent and/or Director, Quigley House will not be reimbursed to the extent determined by the County. Payment shall be made within 45 days after receipt and approval of the invoice with supporting documentation. Only actual and documented Qualified Expenses shall be reimbursed by the County. Costs related to telephone, facsimile, travel, per diem or copying expenses are not considered Qualified Expenses and are not reimbursable under this agreement. The County may refuse to reimburse Quigley House for any cost the County determines was not incurred in compliance with the terms of this Agreement.

6. Either party may declare this Agreement terminated with or without cause. If with cause, termination shall be effective immediately upon written notice. If without cause, termination shall be effective upon a date specified in a written notice no sooner than thirty calendar days immediately following the date of such notice. In the event that the Agreement is terminated without cause, Quigley House will be reimbursed for Qualified Expenses incurred in accordance with this Agreement prior to the notification of termination, if the County deems this reasonable under the circumstances.

7. Quigley House acknowledges that in the budget for each fiscal year of the County during which the term of this Agreement is in effect, a limited amount of funds are appropriated which are available to make reimbursement payments arising under this Agreement. Any other provisions of this 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.

8. Quigley House 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. Quigley House shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. Quigley House shall maintain all records and documents applicable to the Qualified Expenses under this Agreement for a minimum of five years from the date of final reimbursement made under this Agreement, and shall be available for audit and public disclosure upon request of duly authorized persons. A request to inspect or copy public records relating to the Agreement must be made directly to the County.

IF QUIGLEY HOUSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO QUIGLEY HOUSE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

9. Upon request, Quigley House shall provide to the County a copy of the annual independent audit for Quigley House completed at the end of its most recent fiscal year or as otherwise requested by the County.

10. Quigley House shall defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, agents and servants (collectively, the Indemnities), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorneys' fees and court costs, asserted against the Indemnities or any of them by reason of injury to the persons or property of others, including any person provided Services by or through Quigley House, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to Quigley House in the performance of its Services, or to any of the

employees, officers, agents or servants, or to any subcontractor of Quigley House. This paragraph shall survive the expiration or termination of this Agreement.

11. Quigley House shall procure and maintain throughout the term of this Agreement insurance of the following types and minimum limits:

<u>Insurance Type</u>	<u>Limits</u>
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation	Statutory limits
Professional Liability	\$1,000,000

Either prior to or simultaneously with the execution of the Agreement, Quigley House must deliver certificates of insurance for the required insurance coverage to the County’s Purchasing Department. If the primary insurance policy/policies do not meet the minimum requirements, Quigley House may provide an Umbrella/Excess insurance policy to comply with the insurance requirements. The certificates of insurance for the required coverages, other than workers compensation and professional liability, shall name **“Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear”** as **“Additional Insureds.”** Quigley House shall provide a thirty-day prior written notice of cancellation to the County’s Purchasing Department.

12. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Quigley House, a nongovernmental entity, hereby attests under penalty of perjury as follows:

- a. Quigley House does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- b. If, at any time in the future, Quigley House does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
- c. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

13. Quigley House shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. If Quigley House attempts to assign any such rights or duties without securing such prior written permission, this Agreement may be declared terminated by the County.

14. The acceptance of funding by Quigley House under this Agreement does not in any way establish an agency relationship between the County and Quigley House. 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.

15. 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.

16. 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 against either party to this Agreement.

17. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

18. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

19. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

20. 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.

21. 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.

22. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no purported amendment or modification of this Agreement shall be binding upon either party unless the same has been reduced to a writing executed on behalf of each.

23. 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 first set forth above.

QUIGLEY HOUSE, INC.

By: Julia Edwards
Julia Edwards
Chief Executive Office

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Betsy Condon
Its Chairman

ATTEST:

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