

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/19/2022

Contract/Lease Control #: C23-3285-OMB

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY COUNCIL OF AGING/ELDER SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

Expiration Date: 09/30/2023

Description of: GRANT FUNDING AGREEMENT

Department: OMB

Department Monitor: DOUGLAS

Monitor's Telephone #: 850-689-5960

Monitor's FAX # or E-mail: FDOUGLAS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND OKALOOSA
COUNTY COUNCIL ON AGING FOR GRANT FUNDING ASSISTANCE**

This Agreement is made and entered into on the effective date below by and between the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA** (the "County") and **Okaloosa County Council on Aging** (the "Grantee").

WITNESSETH:

WHEREAS, Grantee is a nonprofit organization in Okaloosa County, which offers on-site, supervised visitation programs and/or services; and

WHEREAS, the County wishes to provide financial assistance to nonprofit organizations, such as Grantee which help to improve the quality of place and life of the citizens of the County.

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. **SPECIAL CONDITIONS.**

- a. Grantee shall request fund distributions within ten (10) days of the fiscal quarters end (December 31, March 30, June 30, and September 30) by email to: fdouglas@myokaloosa.com.
- b. Grantee warrants that funds will be used in accordance with the budget included with its proposal and only for the purposes allowed by the IRS and other government agencies relating to grants from private foundations. In particular, no funds may be used for lobbying purposes or to aid in the election of a public official.
- c. Grantee agrees to comply with the Okaloosa County Nonprofit Agency Funding Policy.
- d. Grantee agrees to provide an annual financial report and annual programmatic report, which describes progress towards program outcomes and detailing expenditures signed by the Executive Director and shall accompany the third quarter distribution request.
- e. Grantee, with funding up to and including \$10,000, shall provide an affidavit stating the funds were used to reimburse the Grantee for expenses incurred in accordance with county policy, the Application and all applicable county, state and federal rules, laws and regulations. The Affidavit shall accompany the first quarter distribution request.
- f. Grantee, with funding above \$10,000, shall provide an accounting of grant funds along with receipts and documentation which establishes that the funds were expended in conformity with county policy, the Application and all applicable county, state and federal rules, laws and regulations. The accounting and documentation is required quarterly.
- g. Grantee is required to maintain detailed back-up documentation of expenditures, available for review by the County upon request. Site visits may be performed annually to determine and verify data collection methodology.
- h. Grantee agrees to furnish to the County any information concerning a deviation from its proposal or a change in Grantee's tax-exempt status.

- i. If Grantee's tax-exempt status changes or funds are not used for the purposes described in its proposal, the County may seek return of all unused funds and reimbursement of any misappropriated funds.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective October 1, 2022 thru September 30, 2023 and shall remain in effect until final payment is made.
3. **COMPENSATION.** The County agrees to pay to Grantee Thirty-Five Thousand Dollars (\$35,000.00). Funds shall be paid to Grantee on a quarterly basis upon receipt of a reimbursement request, which shall include any activities, events, or services that occurred during the period and were funded by the County.

Payment may be reduced as necessary in the event of an unforeseen occurrence that results in decreased tax revenue.

4. **HOLD HARMLESS.** Grantee shall protect, defend, indemnify and hold the County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement or Grantee's officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the County. The County shall give Grantee reasonable notice of any such notice claims or actions. Grantee, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the County. The provisions of this section shall survive the expiration of earlier termination of this Agreement. The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.
5. **TERMINATION.** This Agreement may be terminated by the County upon occurrence of any of the following:
 - a. The filing for Bankruptcy, loss of tax exemption status or dissolution by Grantee.
 - b. The County shall have authority to withhold compensation upon a reasonable determination that the Grantee has not complied with any one or any part of the terms of this Agreement. The County shall specifically identify in writing why it withheld compensation. Upon receipt of such written notice the Grantee shall have ten (10) days to cure its breach of the Agreement.
 - c. If the Grantee has failed to cure its breach within the time specified after receipt of such notice, the County may deliver to the Grantee a written notice of its intent to terminate this Agreement (the "Notice to Terminate"). The Grantee, upon receipt of the Notice to Terminate, shall be placed on notice that this Agreement shall terminate on the 10th day after receipt, with no further negotiations.

Either party may terminate this Agreement by giving sixty (60) days' written notice to the other.

6. **AUDITS AND RECORDKEEPING.** The Grantee is hereby obligated to maintain accurate records of expenditure of public funds under this Agreement. All records relating to these expenditures shall be considered public documents and shall remain available for audit and/or review at the request of the County at all times during the term of this Agreement. Grantee shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by Grantee in conjunction

with this Agreement. The County shall have the right from time to time at its sole expense to audit the compliance by the Grantee with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Grantee must comply with the public records laws, Florida Statute chapter 119, specifically Grantee must:

- a. Keep and maintain public records required by the County to perform the service.
 - 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 chapter 119 Florida Statutes 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 contract term and following completion of the contract if the Grantee does not transfer the records to the County.
 - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Grantee or keep and maintain public records required by the County to perform the service. If the Grantee transfers all public records to the public agency upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
7. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this contract to the contrary, in the event the funds appropriated by the County in any fiscal period are insufficient to pay the costs of this Agreement, the Agreement shall terminate on the last quarter period of the fiscal period for which appropriations were received, without penalty or expense to the County of any kind whatsoever. The County will immediately notify the Grantee of such occurrence.
8. **ASSIGNABILITY.** This Agreement may not be assigned or transferred by Grantee without the express prior approval of the County.
9. **NOTICES.** All notices or other communications required or permitted to be given by Grantee or by the County shall be in writing and shall be deemed delivered by either party when deposited in the U.S. Mail, first class postage paid, and addressed to:

GRANTEE: Kimberly Fraley
Executive Director
207 Hospital Drive
Fort Walton Beach, FL 32548

COUNTY: Faye Douglas, Director
Office of Management and Budget
Okaloosa County
1250 N. Eglin Parkway
Shalimar, FL 32579

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the Grantee and the County as to the subject matter hereof, and merges and supersedes all prior agreements, commitments, representations, writings, and discussions between them. Neither the Grantee nor the County will be bound to any prior obligations, conditions, warranties or representations with respect to the subject matter of this Agreement. This Agreement may not be changed, modified or supplemented in any way except by an instrument in writing executed by both the Grantee and the County.
11. **GOVERNING LAW & VENUE.** This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of September, 2022.

OKALOOSA COUNTY COUNCIL ON AGING

OKALOOSA COUNTY, FLORIDA

Kimberly A. Fraley
Signature

John Hofstad
John Hofstad, County Administrator

Date: 09-10-2022

Date: 10/19/22

Attachments:

1. Grantee Application Proposal
2. County Non-Profit Funding Policy