

## FUNDING AGREEMENT 2023-24

THIS **FUNDING AGREEMENT** is made by and between **Levy County, a political subdivision of the State of Florida (the "County")** and **The ARC of Levy County, Inc., a Florida not-for-profit corporation (the "Grantee")**.

**WHEREAS**, the Grantee was created, organized, and incorporated in September 1976 as a nonprofit organization whose mission is to improve the quality of life for persons with intellectual and developmental disabilities with a focus on education, awareness, research, advocacy and support of families, friends and the community;

**WHEREAS**, the County budgeted funding for the Grantee in the County's Fiscal Year 2023-2024 Budget, subject to the terms and conditions of this Agreement and all applicable laws; and

**WHEREAS**, the Board of County Commissioners finds that the County's financial support of the Grantee as set forth in this Agreement serves and constitutes a valid public purpose under Florida law.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein, the Parties agree as follows:

1. **Annual Report:** No later than October 31, 2024, the Grantee shall provide the County with an annual Activity Report describing the services provided and number of Levy County residents served by the Grantee during the period from October 1, 2023 through September 30, 2024.

2. **Services:** During the term of this Agreement, Grantee will provide the below described services to assist persons with intellectual and developmental disabilities (each a "consumer") who reside in Levy County. Generally, the Grantee staff to consumer ratio ranges from 1:1 to 1:10 depending on the consumer's needs and the activity. Services are available six to eight hours per day and transportation for consumer's to and from the training facility is provided by the Grantee.

- (a) **Adult Day Training (ADT) programs** that offer opportunities for the consumer to acquire and improve skills which will empower them to access activities and relationships of their choice. The ADT program offers opportunities for work, education, community integration, recreation and socialization. Grantee's training staff works closely with each consumer to foster independence and train them in skills needed for work in the community.
- (b) **Adult Basic Education classes** through the Levy County School Board. Consumers may also receive vocational training to lead to meaningful work in the community
- (c) **Living Skills Development classes** that increase the skills necessary for independence, develop each consumer's unique gifts and help them achieve their

goals. Classes offered include self-hygiene, homemaking skills, cooking, math skills, (including budgeting, finances, etc.) reading and writing, safety, self-care skills, and arts and crafts.

- (d) **Leisure and recreational activities in the community** such as bowling, fishing and swimming.

3. **Funding and Payment.** The County budgeted the sum of \$77,412 for Fiscal Year 2023-2024 for the purpose of supporting the activities of the Grantee that serve a public purpose. Grantee shall submit its vendor invoices or requests for reimbursement (with back-up documentation) to the Procurement Coordinator or designee. The invoice or reimbursement request must contain sufficient detail for the County to determine that the expenditure serves a public purpose consistent with this Agreement. If the Procurement Coordinator, or designee, determines a public purpose is served, the County will pay the invoice or reimbursement request until such time as the budgeted funds are exhausted.

4. **Financial Reporting and Auditing.** By April 1, 2024, the Grantee shall submit to the County, a balance sheet, income statement prepared on either the accrual or modified accrual basis, and a statement of cash flows for the period ending September 30, 2023. The County shall have the right to audit the Grantee's books and records from time to time for compliance with the terms of this Agreement, which shall extend for a period of three (3) years after the expiration of this Agreement. The County shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the books and records, access to pertinent electronic data and records on a read-only or inquiry basis, and may require, at Grantee's expense, The Grantee to obtain a financial statement audit by a qualified independent auditor. These obligations shall survive the expiration of this Agreement.

5. **Term and Termination.** The term of this Agreement commences on October 1, 2023, and ends on September 30, 2024. This Agreement may be terminated by either party upon delivery of written notice thirty (30) days in advance of the termination date specified by the terminating party. Failure of the Grantee to comply with the requirements of Chapter 119 of the Florida Statutes and Section 11 below may result in immediate termination of this Agreement. In the event this Agreement is terminated by either party, Grantee shall refund to the County any funding disbursed by the County for periods of time that extend beyond the termination date.

6. **Notices.** All notices and other communications required to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by hand delivery, addressed to such party as follows:

<b>If to County:</b>	Procurement Coordinator P.O. Box 310 or 310 School Street Bronson, FL 32621
<b>If to Grantee:</b>	Sharon Wolfe, Executive Director The Arc of Levy County 7550 NW 149 <sup>th</sup> Place Chiefland, FL 32626

7. **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial, and appellate levels. BY ENTERING INTO THIS AGREEMENT, BOTH PARTIES EXPRESSLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

8. **Relationship of Parties.** The Parties acknowledge that their relationship is that of independent contractors. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

9. **Third Party Beneficiaries.** This Agreement is not intended to create in the public or any person not a party to this Agreement, a third-party beneficiary status, nor does it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

10. **Indemnification and Waiver of Liability.** The Grantee agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, elected officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the negligent acts, errors, mistakes or omissions of the Grantee and/or any person for which whose acts, errors, mistakes or omissions the Grantee may be legally liable. The waiver by a party of any breach or default in performance of this Agreement shall not be deemed to constitute a waiver of any other or succeeding breach or default. The terms of this Section shall survive termination of this Agreement.

11. **Nondiscrimination.** The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. The Grantee will take affirmative action to ensure equal opportunity in recruitment advertising, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap or marital status as provided by any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. The Grantee agrees that compliance with this provision constitutes a condition to continued receipt of funds. The Grantee further agrees that all contractors, subcontractors, or others with whom it uses in connection with this Agreement are not discriminating against employees in violation of this provision. Upon receipt of evidence of such discrimination, the County reserves the right to immediately terminate this Agreement.

12. **Public Records.** Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. The Grantee must comply with the public records laws, Florida Statute chapter 119, specifically the 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 Agreement term and following completion of the Agreement if the Grantee 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 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 Agreement, 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 Agreement, 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.

**E. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE: 352-486-5218, EMAIL: LEVYBOCC@LEVYCOUNTY.ORG; MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621.**

13. **Severability.** If a court having appropriate jurisdiction shall deem any term or condition of this Agreement invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

14. **No Assignment.** The Grantee may not assign or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the County, which may be withheld in the sole discretion of the County.

15. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the day and year first written above.


**BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA**

\_\_\_\_\_  
Matt Brooks, Chairman

ATTEST:

\_\_\_\_\_  
Danny J. Shipp  
Clerk of the Circuit Court and Ex Officio Clerk  
of the Board

**THE ARC OF LEVY COUNTY, INC., a Florida  
not-for-profit corporation**

  
\_\_\_\_\_  
Lewrissa Johns, President

ATTEST:

  
\_\_\_\_\_  
Sharon Wolfe, Executive Director

Approved as to form and legal sufficiency

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Nicolle M. Shalley