

RESOLUTION NO. 2004-242

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT RENEWAL FOR THE PROVISION OF FINANCIAL ASSISTANCE TO THE ST. JOHNS COUNTY COUNCIL ON AGING, INC., AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT RENEWAL ON BEHALF OF THE COUNTY

WHEREAS, St. Johns County, Florida (County) currently has a Contract with the St. Johns County Council on Aging, Inc. (COA), in order to provide financial assistance to the COA at the Trout Creek Pavilion and Community Center; and

WHEREAS, with respect to the Trout Creek Pavilion and Community Center, the COA has complied with terms, provisions, conditions, and requirements of the current Contract for Financial Assistance with the County; and

WHEREAS, with respect to the Trout Creek Pavilion and Community Center, the COA has requested that the Board of County Commissioners of St. Johns County renew the current Contract for Financial Assistance with the County; and

WHEREAS, the Renewal Contract for Financial Assistance (Renewal Contract) (attached and incorporated as Exhibit "A") between the COA, and the County establishes the rights, duties and responsibilities of both the COA and the County with respect to the providing financial assistance to the COA at the Trout Creek Pavilion and Community Center; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Renewal Contract; and

WHEREAS, the County has determined that accepting the terms of the Renewal Contract, and entering into said Renewal Contract will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

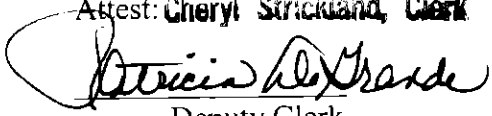
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Renewal Contract between St. Johns County Council on Aging, Inc., and St. Johns County, Florida, associated with the provision of financial assistance to the St. Johns County Council on Aging, Inc. at the Trout Creek Pavilion and Community Center, and authorizing the County Administrator to execute the Renewal Contract on behalf of the County.

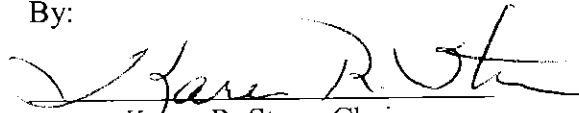
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 22 day of Sept., 2004.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Cheryl Strickland, Clerk


Patricia A. Grande
Deputy Clerk

By:


Karen R. Stern, Chair

RENDITION DATE 9-23-04

Contract Number: COA #5 (Trout Creek)

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE RENEWAL

This Contract is entered into, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and the ST. JOHNS COUNTY COUNCIL ON AGING, INC., hereinafter referred to as the AGENCY, a corporation entitled to do business in the State of Florida, whose address is 180 Marine Street, St. Augustine, Florida 32084. In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 – SERVICES TO BE PROVIDED BY THE AGENCY:

The AGENCY agrees, during the term of this Contract, to provide within St. Johns County the specific services described for the fiscal year 2004/2005 relative to the AGENCY'S goals, objectives, performance, outcome, efficiency and effectiveness measures as well as the final recommendation(s) from the St. Johns County Board of County Commissioners.

The funding amount as described in Article 2 below shall be made only upon the condition that it is used as follows:

Funds from this contract are to be used for supportive services including the Trout Creek Senior Center.

The AGENCY shall submit all payment requests, reports and records to the COUNTY as specifically set forth herein.

ARTICLE 2 – PAYMENTS TO AGENCY/REIMBURSABLE:

A. The COUNTY shall pay to the AGENCY:

1. An annual total amount of \$60,000.00 not to exceed any time during this contract.
2. A monthly amount not to exceed \$5,000.00 which is one twelfth (1/12) of the funds appropriated to the AGENCY by action of the Board of County Commissioners of St. Johns County in the COUNTY'S adopted budget of the COUNTY'S fiscal year beginning October 1, 2004 and ending September 30, 2005.

B. Therefore monthly payment requests submitted by the AGENCY shall not exceed \$5,000.00 (1/12 of the \$60,000.00). This amount may be amended by mutual agreement of the COUNTY and AGENCY to reflect the actual units of service provided as identified in the AGENCY'S APPLICATION for the fiscal year 2004/2005 relative to the AGENCY'S goals, objectives, performance, outcome, efficiency and effectiveness measures as well as the final recommendation(s) from the Commissioners set forth as noted in Article 1 above, but shall not exceed the annual amount of \$60,000.00.

- C. The first payment may be requested by the AGENCY on the AGENCY'S Payment Request Form (hereinafter referred to as Payment Request Form), which is the partially completed Request for Payment Form, Attachment I, within the first twenty (20) days of the month of November 2004.
- D. Payment under the terms of this Contract shall be made only in response to a Properly completed Request for Payment Form, accompanied by summaries of the AGENCY'S activities and accomplishments for the preceding period (stated objectives and specific terms to the extent possible), signed by the AGENCY'S Chief Executive Officer or other corporate official bearing legal responsibility, submitted to the COUNTY no later than the twentieth (20th) day of the month, except as noted in Paragraph "E" below. Detailed supporting documentation to the fact that funds paid to the AGENCY by the COUNTY are being utilized by the AGENCY in a manner consistent with the goals, service delivery objectives and service unit volumes, shall be maintained by the AGENCY and shall be made available for review upon request by the COUNTY and/or the Audit Services Division of the Clerk of the Circuit Court.
- E. Submission of final payment with appropriate documentation must be received by the COUNTY no later than October 12, 2005 for the end of the COUNTY fiscal year 2004/2005. If final payment request and appropriate documentation are not received by the COUNTY by October 12, 2005 without prior mutual agreement between the COUNTY and the AGENCY, any appropriated COUNTY funds shall remain the COUNTY'S and the COUNTY shall have no further obligation to the AGENCY with respect to such funds.
- F. Where the AGENCY has stated that COUNTY funds will be utilized to match funds received from other sources, the funding provided by the COUNTY will be based on the match percentage required of the actual Federal or State funding received by the AGENCY, and shall be capped per Article 2, Paragraph "A". If the original AGENCY requested amount is funded by the COUNTY, but the AGENCY receives less than anticipated from Federal or State revenues, the AGENCY will repay the COUNTY any funds received by them for match consideration, to the degree COUNTY funds are not matched, or the COUNTY may reduce the funding allocation accordingly within 30 days after being notified by Federal or State agencies. Furthermore, match funding will not be provided on an advance payment system; the AGENCY will be paid after it provided to the COUNTY the subject services and upon completion and delivery of required reports.

Applicable _____ Not Applicable X

- G. The AGENCY shall provide and/or make available during the review process the following documents to the COUNTY (this is not inclusive of all documentation that

may be otherwise required by Federal, State or County Statute, Regulation, Rule or Ordinance:

1. AGENCY, prior to Contract, is to submit year-to-date financial statements regarding the status of Federal or State revenues in order for adjustments in match funding if applicable, or service units to be made, and

The following shall be maintained by the AGENCY and shall be made available for review upon request by the COUNTY and/or Audit Services of the Clerk of Courts.

2. Interagency agreement(s) as described in the AGENCY'S APPLICATION, fostering collaboration and cooperation in seeking alternative funding sources, in the development of services for the citizens of the COUNTY, and/or in ways to reduce administrative overhead costs.
3. Copies of contracts for the purchase of services by the AGENCY on behalf of its clients.
4. Copies of contract(s) under which the AGENCY received funds from third parties.

ARTICLE 3 – PAYMENT REQUEST FORM(S):

Payment Request Form, received from the AGENCY pursuant to this Contract, will be reviewed for authenticity, accuracy, sufficiency of services provided and funds received.

The COUNTY may require, by prior agreement between the COUNTY and AGENCY, reasonable supplemental documentation for the AGENCY to achieve its purpose.

ARTICLE 4 – APPEAL PROCESS

In the event the AGENCY determines that it has a legitimate reason for either the late submission of the Payment Request Form or the lack of sufficient documentation as referred to in Article 3, it may appeal the application of any applied penalty, non-payment and/or termination of the Contract to the St. Johns County Administrator or his/her designated representative for consideration to compromise such penalty.

ARTICLE 5 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are limited to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 6 - INSURANCE

A. The AGENCY hereby states and affirms that insurance coverage required by the laws of the United States of America and the State of Florida is in place at the time of this Agreement, and will remain so for the term of this Contract, and that the AGENCY will not commence work under this Agreement until it has obtained all insurance required under such laws. The AGENCY agrees to submit documentation of all insurance coverage to the COUNTY or its representatives upon request. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Compliance with the foregoing requirements shall not relieve the AGENCY of its liability and obligations under this Contract.

B. The AGENCY shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence, if applicable.

C. The AGENCY shall maintain during the term of this contract, comprehensive coverage including contractual liability and general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence to protect the AGENCY and the COUNTY from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations are by the AGENCY or by anyone directly employed by or contracting with the AGENCY.

D. The AGENCY shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per person, three hundred thousand dollars (\$300,000.00) per occurrence combined single limits to protect the AGENCY from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned, or non-owned automobiles, including rented automobiles whether such operations are by the AGENCY or by anyone directly or indirectly employed by the AGENCY.

E. The AGENCY shall maintain, during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law. If the AGENCY is not required to maintain Worker's Compensation Insurance and Employer's Liability Insurance under Florida Law, verification noting this exclusion shall be provided to the COUNTY by the AGENCY'S insurance carrier.

F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the AGENCY shall specifically include the COUNTY as an

"Additional Insured" except as such coverage is specifically waived in writing by the COUNTY.

G. Failure to comply with the provisions of this Article shall represent cause for termination of this Contract under the provisions of Article 11.

H. The insurance requirement is deemed contractual, and the COUNTY shall not be deemed responsible to any third party for any failure of insurance coverage.

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall indemnify and hold harmless and defend the COUNTY, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the AGENCY, its agents, servants, or employees in the performance of this Contract.

The AGENCY further agrees to indemnify, hold harmless and defend the COUNTY, its officials, agents, servants, and employees from any and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the AGENCY not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable. The AGENCY also agrees that funds made available pursuant to this Contract shall not be used by the AGENCY for the purpose of initiating, pursuing or defending litigation against the COUNTY.

ARTICLE 8 - WARRANTY/PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel in conformance with the accepted professional; and technical standards in the field. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted, certified and/or licensed under Federal, State and local law to perform such services. Where licenses, permits and certifications for the provision of services delivered under this Contract are required by Federal or Florida Statutes or Regulations, documentation of such licenses and certifications shall be presented to the COUNTY upon request. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. Failure to comply with the provisions of this Article shall constitute cause for termination under the provisions of Article 11 of this Contract.

ARTICLE 9 - NON.DISCRIMINATION

The AGENCY warrants and represents that all volunteers, employees, clients, and other participants in the programs services, and activities of the AGENCY are treated equally and without regard to race, color, religion, sex, age, handicap, national origin, veteran's status or marital status, as required by applicable Federal, State and local laws. Failure to comply with the provisions of the Article shall constitute cause for termination under Article 11 of this contract.

ARTICLE 10 – AGENCY'S PROGRAMMATIC AGREEMENTS

The AGENCY further agrees:

- A. To allow COUNTY and/or Audit Services of the Clerk of Courts, to review the AGENCY to assure that the goals, conduct and services as outlined, are adhered to.
- B. To maintain books, records, documents, and other evidence, which sufficiently and properly reflect all costs of any nature expended in the performance of this Contract.
- C. That all records shall be subject to the Public Records Law, Chapter 119, Florida Statutes.
- D. That the COUNTY shall be promptly reimbursed for any funds which are misused or misspent.
- E. Payments may be authorized only for service units on the Payment Request Form which are in accord with the terms and conditions of the Contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total funds authorized by this Contract. The AGENCY must maintain records documenting the total number of units provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.
- F. To submit an Annual Audit by an independent Certified Public Accountant for the AGENCY within 180 days of the end of the AGENCY'S fiscal year stated in Section 1 of the AGENCY'S APPLICATION for fiscal year 2004/2005.

Failure to submit completed reports will result in a delay in payment and/or termination of this Contract. The AGENCY shall maintain books, records, documents, and other evidence, which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than five (5) years. Failure to comply with the provision of this Article shall constitute cause for termination under Article 11 of this Contract.

ARTICLE 11- EFFECTIVE TERM/TERMINATION

- A. This Contract shall begin on October 1, 2004.
- B. This Contract shall end on September 30, 2005.
- C. Termination at will: In addition to elsewhere provided, this Contract may be terminated by either party upon no less than a thirty (30) day prior written notice to the other party.

ARTICLE 12 – NOTICES

- A. All notices, Payment Request Forms, REPORTS, and correspondence required by or relating to this Contract shall be sent to the COUNTY at:

St. Johns County Recreation Department
901 Pope Road
St. Augustine, FL 32080

which shall be the COUNTY'S official address for the purposes of this Contract.

- B. All notices and correspondence pertaining to or relating to the AGENCY shall be sent to the AGENCY at:

St. Johns County Council on Aging, Inc.
180 Marine Street
St. Augustine, FL 32084

which shall be the AGENCY'S official address.

The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- C. Official Payee and Representatives (Names, Addresses and Telephone Numbers):

1. The AGENCY name as shown on Page 1 of this Contract and mailing address of the official payee to whom the payment shall be made is:

St. Johns County Council on Aging, Inc.
180 Marine Street
St. Augustine, FL 32084

2. The provider's name of the contract person and street address where financial and administrative records are maintained is:

Catherine Brown, Executive Director
180 Marine Street
St. Augustine, FL 32084
(904) 823-4810

3. The name, address and telephone number of the representative of the provider responsible for the administration of the program under this Contract is:

Catherine Brown, Executive Director
St. Johns County Council on Aging, Inc.
180 Marine Street
St. Augustine, FL 32084
(904) 823-4810

4. The name, address and telephone number of the contract manager for the COUNTY for this Contract is:

Ben Adams
St. Johns County Board of County
Commissioners
4020 Lewis Speedway
St. Augustine, FL 32095
(904) 823-2400

I have read the above Contract and understand each Section and paragraph.

IN WITNESS WHEREOF, the parties hereto executed this 8 page Contract by their undersigned officials as duly authorized.

ATTEST: CHERYL STRICKLAND, CLERK

ST. JOHNS COUNTY, FLORIDA

Clerk of Courts Date

by its: County Administrator Date

Witness Date

St. Johns County Council on Aging, Inc.

Witness Date

by its: Executive Director Date



Seniors Program at Trout Creek Pavilion and Community Center

SJCCOA has been operating the Seniors Program at Trout Creek Pavilion and Community Center since November, 2000. The program operates three days per week on Mondays, Wednesday and Fridays from 10 AM until 2 PM. A Site Manager hired by SJCCOA works eight hours each day of operation from 8 AM until 5 PM. The Site Manager is responsible for all programming including recreation, education, and entertainment as well as serving the congregate meal, supervising Meals on Wheels delivery, and supervising volunteer personnel. An Assistant Site Manager works from 9 AM until 3 PM. This person starts and ends each day at the St. Augustine Center and is responsible for the transport of home delivered and congregate meals to the satellite site via a SJCCOA vehicle. The program operates 156 days per year and provides a nutritious meal at noon each day of operation. Participants are not charged for the meal and all participants aged 60 and over are welcome to participate in all activities.

The following supportive services are offered at the Seniors Program at Trout Creek Pavilion and Community Center to St. Johns County elders:

- **Counseling** – Counseling is provided to assist individuals, family's and groups to achieve improved physical, mental, social and emotional functioning. Referrals are received from a variety of sources such as Elder Helpline, community agencies, friends, neighbors or the individual themselves.
- **Education** – Educational opportunities are provided for older people to acquire knowledge and skills through formal and informal instruction.
- **Health Support** – Health Support is provided to assist the elderly with prevention and assistance programs. Wellness programs, including regular health screenings, such as blood pressure checks, are provided to detect illness.
- **Information** – Assistance is offered to individuals to obtain knowledge about public and private resources and services which may be available to them or another elderly person.
- **Outreach** – Outreach attempts to locate and inform the elderly about available services and programs, with special efforts made to reach rural and minority elders.
- **Public Education** – Assists individuals in obtaining knowledge about public and private resources which may be available to them. Public

Education is accomplished primarily through public speaking and media outlets.

- **Recreation** – Recreational activities are provided to eligible individuals to participate in and include arts and crafts, music, dances, bingo, cards and games, bridge, chess and checkers, picnics and trips to area attractions.
- **Referral** – This service compliments the Information service. Trained staff actively makes contact and linkages with community service agencies in order to address the individual's full range of need.
- **Screening and Assessment** – Screening and Assessment services are provided by trained caseworkers to home-delivered meal consumers for initial and continued eligibility to receive home-delivered meals other in-home services.
- **Telephone Reassurance** – This service is provided to alleviate the loneliness and isolation of the elderly by regular telephone contact with trained volunteers. Records in the form of daily call logs are maintained and submitted to SJCCOA by the volunteer.
- **Transportation** – SJCCOA is the Community Transportation Coordinator and provides transportation services to assure the mobility of older persons. Transportation to congregate nutrition sites is a high priority. Transportation is crucial to assure that older have access to a wide range of services to meet their life-sustaining needs.
- **Congregate Meals** – SJCCOA provides a nutritionally sound lunch which meets one-third of the daily Recommended Dietary Allowances eligible (aged 60 +) participants each weekday, excluding holidays. Funds permitting, participants are given a shelf-stable or frozen meal the day before a holiday. A DOEA Nutrition Program Manager approves all menus. In addition to providing better health among the older segment of the population through improved nutrition, this program reduces isolation of the elderly.
- **Nutrition Education** – At congregate meal sites, participants receive education through regularly scheduled presentations that promote better health by providing accurate and culturally sensitive nutrition information and instruction in a group setting. SJCCOA provides nutrition education to home delivered meals recipients in the form of written materials such as brochures, newsletters or pamphlets. All programs and printed materials are prepared by a licensed nutritionist/dietician.

In addition to these services, home delivered meals are provided through state and federal funding from the Older Americans Act (OAA).

St. Johns County Council on Aging, Inc. is seeking an increase in funding this year. The justification for this increase is that our original proposal was based on calculating the expenses based on the assumption that we would serve 35 to 40 participants per day. This was underestimated. We have been serving 60 to 70 people per day and have added transportation therefore per day expenses have been recalculated.

**Board of County Commissioners of St. Johns County
Monthly Payment Request and Reporting Form**

Section I: Agency Name: St. Johns County Council on Aging, Inc. **Federal ID #** 59-1525829
Address: 180 MARINE STREET
 ST. AUGUSTINE, FL 32084

**Contract : COA #5 2004-05
 Annual Contract
 Amount: \$60,000.00**

Report of County-Approved Objectives and Performance Measures

Section II:	MONTHLY	MONTHLY	MONTHLY
Objectives		Performance/Outcome measures	

Section III: Based on the above reported performance measures, we are requesting payment in the amount of \$3,750.00 for the month of _____

I certify the above to be an accurate reflection of this periods' activities and that reported expenditures of the agency named above have been made for allowable items related to the purpose and terms of the contract.

_____ Executive Director _____ Date Signed
 Agency Representative and Title

Section IV: Certification of Request for Payment
 Based on a review of the supporting documentation, this invoice is hereby certified appropriate for payment.

_____ Date Signed
 Contract Manager

APPROVAL FOR PAYMENT:

Based upon a review of the submitted documentation, I approve the agencies' request for payment.

VENDOR #1450
 GL #07258200

_____ Date Signed
 County Administrator