

RESOLUTION 2005 - 28

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING THE LENGTH OF AN AGREEMENT FOR SERVICES BETWEEN ST. JOHNS COUNTY AND THE ST. JOHNS VISION, INC. FOR A PERIOD OF TIME NOT TO EXCEED SEPTEMBER 30, 2005.**

WHEREAS, the County, a body politic of the State of Florida, previously established through an agreement dated January 22, 2004 with the St. Johns Vision, Inc. to collect input from the citizenry of the County into what constitutes a good quality of life, and

WHEREAS, the County will consider the results of this citizen input on issues such as education, environment, economic development, government, leadership, etc; and

WHEREAS, the County desires to allow the St. Johns Vision, Inc. to continue with their obligations as outlined in the original agreement for services from September 30, 2004 to a period of time not to exceed September 30, 2005; and

WHEREAS, the County has determined that the initial funding will continue to be available to the St. Johns Vision, Inc. as stated in the original Agreement for Services as a two to one match or fifty cents for every dollar raised by contribution by St. Johns Vision Inc. in an amount not to exceed \$50,000.

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

1. The above recitals are hereby adopted as a legislative findings of fact.
2. The amendment to the time of the original Agreement for Services between St. Johns County and St. Johns Vision Inc. (Exhibit A) shall be from October 1, 2004 through September 30, 2005.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 9<sup>th</sup> day of February, 2005

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk of Court

By: 

RENDITION DATE 2-11-05

J. Schwab

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into by and between St. Johns County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County," and St. Johns Vision, Inc., hereinafter referred to as "SJVI," a non-profit corporation organized and existing under the laws of the State of Florida, with its local place of business located at One News Place, St. Augustine, Florida, 32086. Attached hereto as Exhibit A are documents verifying the corporate status and non-profit status of SJVI within the State of Florida.

WHEREAS, the County, a body politic of the State of Florida, is charged with promoting and improving the quality of life for its citizens, and taking the necessary steps to plan for the future of its citizenry in a fiscally responsible manner; and

WHEREAS, the County and SJVI are interested in and supportive of input from an independent and diverse cross-section of the citizenry of the County to help guide future decisions affecting citizens; and

WHEREAS, the collective input of the citizenry of the County into what constitutes a good quality of life is desirable, encompassing many aspects of life in the County, such as education, infrastructure, environment, economic development, government, leadership, etc.; and

WHEREAS, the County desires to contract with SJVI for the purposes of conducting a visioning and strategic planning process involving an independent and broad cross-section of the citizenry of the County; and

WHEREAS, the County has determined that funding said process is a proper public purpose and is in the financial interest of the citizens of this County.

WITNESSETH:

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

ARTICLE I.  
SCOPE OF SERVICES

St. Johns Vision, Inc. shall be the coordinating entity for organizing and facilitating the spirit of the visioning and strategic planning process which was adopted by the Board of County Commissioners unanimously on June 5, 2001. St. Johns Vision, Inc. shall perform the following tasks:

1. Setting up committees and selecting facilitators;
2. Staffing (interviewing and selection);
3. Administering the Contract (Financial, Clerical, etc.);
4. Providing meeting and office space;
5. Providing equipment and supplies;

Exhibit A

6. Budgeting, accounting and record-keeping;
7. Matching County funding as delineated in Article III herein; and
8. Complying with all federal, state and local regulations applicable to its activities.

The County's efforts shall be to support SJVI, its committees and facilitators, and in its discretion, to assist with communications and coordination in order to facilitate the completion of the vision driven strategic plan previously approved by the Board of County Commissioners of St. Johns County, Florida.

## ARTICLE II. TERM OF CONTRACT

The term of this Contract shall be from the date of execution through September 30, 2004.

## ARTICLE III. MATCHING FUNDS, CONSIDERATION, ACCOUNTING AND AUDIT

The County agrees that for every \$1.00 (One Dollar) in contributions raised by SJVI, the County will contribute matching funds of \$ .50 (Fifty-Cents) at a two-to-one ratio, up to a maximum of \$50,000.00 (Fifty-Thousand Dollars), during the term of this contract. Contributions raised by SJVI from July 1, 2003 until the time this contract is executed may be considered in determining the amount of matching funds to be contributed by the County during the term of this contract, but under no circumstances will the County's total obligation exceed \$50,000.00. The County Requests for payment for matching funds to be paid by the County to SJVI may be submitted monthly but shall be submitted quarterly. The funds to be allocated by both parties for this process shall be appropriated and allocated as stated above and used for a public purpose under the terms of this agreement. St. Johns Vision, Inc. shall provide the County Administrator or his designee with a quarterly accounting of the use of said funds. At the conclusion of the term of this contract, either party may conduct an independent audit of the contract.

## ARTICLE IV. EVALUATION

St. Johns Vision, Inc. shall provide the County Administrator or his designee with a written quarterly report on the progress of the visioning and strategic planning process.

## ARTICLE V. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND RULES

The performance of this Agreement shall be in compliance with all applicable laws, regulations, rules, orders and codes of Federal, State, and local governments.

ARTICLE VI.  
CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES

The relationship of SJVI to the County shall be that of independent contractor. Nothing herein contained shall be construed as vesting or delegating to SJVI or any of its officers, employees, personnel, agents or subcontractors any rights, interest or status as an employee of the County.

ARTICLE VII.  
ASSIGNABILITY

Neither party may assign this agreement without prior written consent of the other.

ARTICLE VIII.  
DISCRIMINATION

St. Johns Vision, Inc. shall conform with the following Equal Employment Opportunity Statement: "No person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County."

ARTICLE IX.  
NOTICE

Whenever notice is required to be given in this contract, such notice shall be deemed to have been given when delivered to parties as follows:

To County: County Administrator  
4020 Lewis Speedway  
St. Augustine, Florida 32084

To St. Johns Vision, Inc.: Chairman of the Board of Directors  
One News Place  
St. Augustine, Florida 32086

ARTICLE X.  
RESIDUAL ASSETS

In the event that the useful life of any equipment and/or supplies purchased with contract funds for the purposes described herein exceeds the term of this contract, the County and SJVI shall determine how and where same may be used for any other public purpose. The County's share of any residual equipment remaining from the previous contract executed September 18, 2001 between the County and the St. Augustine & St. Johns County Chamber of Commerce related to St. Johns Vision may be utilized by SJVI in furtherance of its goals during the term of this contract. Equipment deemed to be beyond its useful life shall be inventoried by SJVI and documentation thereof provided to the County. The County shall have the option of reallocating or surplusing such equipment as it deems appropriate. The definition of "equipment" shall be that definition utilized by the St. Johns County Purchasing Department.

ARTICLE XI.  
AMENDMENTS TO THE CONTRACT

This agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE XII.  
SEVERABILITY

In the event that any paragraph of this agreement is adjudicated by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE XIII.  
HEADINGS

All articles and descriptive headings of paragraphs in this agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE XIV.  
AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into

this agreement and has authorized the execution of this agreement by the party's authorized representative.

1-22-04  
Date of Execution

ST. JOHNS COUNTY, FLORIDA

By: *Ben W. Adams, Jr.*  
Ben W. Adams, Jr.  
COUNTY ADMINISTRATOR

ST. JOHNS VISION, INC.

By: *John Hewins*  
John Hewins  
CHAIRMAN OF  
THE BOARD OF DIRECTORS

WITNESS:  
Sign name : \_\_\_\_\_  
Print name : \_\_\_\_\_  
Sign name : \_\_\_\_\_  
Print name : \_\_\_\_\_

ATTEST : Cheryl Strickland  
CLERK OF CIRCUIT COURT

By: *Patricia DeGrande*  
Deputy Clerk





**Florida Non Profit**  
**ST. JOHNS VISION, INC.**

**PRINCIPAL ADDRESS**  
ONE NEWS PLACE  
ST. AUGUSTINE FL 32086 US

**MAILING ADDRESS**  
ONE NEWS PLACE  
ST. AUGUSTINE FL 32086 US

**Document Number**  
N03000002157

**FEI Number**  
NONE

**Date Filed**  
03/12/2003

**State**  
FL

**Status**  
ACTIVE

**Effective Date**  
03/11/2003

**Last Event**  
AMENDMENT

**Event Date Filed**  
12/16/2003

**Event Effective Date**  
NONE

**Registered Agent**

Name & Address
LATSHAW, JOHN H JR 3010 SOUTH THIRD STREET JACKSONVILLE BEACH FL 32250

**Officer/Director Detail**

Name & Address	Title
BURNS, CATHLEEN 2864 PELLICER ROAD ST. AUGUSTINE FL 32092	D
DOTEN, LYNNE 200 GULL CIRCLE PONTE VEDRA FL 32082	D
DRAKE, KATHY 212 BLUE BIRD LANE ST. AUGUSTINE FL 32080	D

Exhibit A

EDWARDS, DENISE 1955 US 1 SOUTH, SUITE 400 ST. AUGUSTINE FL 32084	D
FROSTENSON, NELS 4810 OTTER CREEK LANE PONTE VEDRA BEACH FL 32082	D
HALBACK, FRED 287 ST. GEORGE STREET ST. AUGUSTINE FL 32084	D

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### Document Images

Listed below are the images available for this filing.

<p>12/16/2003 – Amendment</p> <p>03/12/2003 – Domestic Non-Profit</p>
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**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**

