

RESOLUTION NO. 2006-382

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND LEARN TO READ OF ST. JOHNS COUNTY, AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, the St. Johns County Government is providing grant funds to Learn to Read of St. Johns County which are to be disbursed by St. Johns County, Florida, in an amount not to exceed thirty-four thousand, five hundred dollars (\$34,500.00), for the purpose of providing Adult Literacy Programs; and,

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

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement 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:

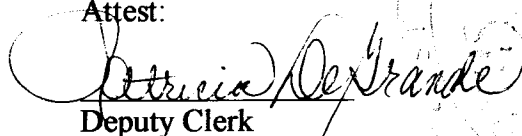
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County Government, Florida, and Learn to Read of St. Johns County, authorizing the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County.

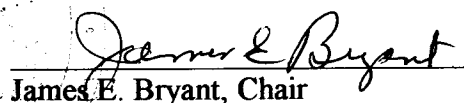
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 31 day of October, 2006.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By:


James E. Bryant, Chair

RENDITION DATE 11-6-06

CFSA # _____
CFDA # _____
Contract No. _____
Funding Source: General Fund

STANDARD NONPROFIT CONTRACT/Unit of Service

**CONTRACT BETWEEN
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
And
Learn to Read of St. Johns County, Inc.**

THIS CONTRACT is entered into and effective on the 1st day of October, 2006, between St. Johns County, hereinafter referred to as "**COUNTY**" and Learn to Read of St. Johns County, Inc. a Nonprofit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to the St. Johns County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

ARTICLE I SCOPE OF SERVICES

Learn to Read (LTR) of St. Johns County's mission is to improve the reading ability of residents and to provide such other educational assistance in learning as is needed by said residents. The LTR program recruits, trains and coordinates volunteer tutors from the community who work with county residents primarily age sixteen and older who need to improve their skills in reading, writing and math as well as English as a second language. This program has been offered for 19 years.

The program offers one-on-one tutoring as well as weekly classes (two in St. Augustine, one in Ponte Vedra and one in Hastings) for speakers of other languages to learn English.

Program(s) must be implemented to serve residents of St. Johns County in accordance with the approved proposal(s), exhibits/attachments.

ARTICLE II TERM OF CONTRACT

This Contract shall begin **October 1, 2006** and end **September 30, 2007** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$34,500.00**. Payments will be authorized only for services provided during the term of the contract and prior to the payment request date. Payment is subject to the provisions of Article III B Deferred Payment/Return of Funds and Article VIII, Suspension/Termination. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the service(s) listed in Article I. This contract is for the payment of a fixed number of units of service at the fixed unit rate.

Program	Unit Description	Units purchased by County	Unit rate reimbursed by County	Total
Learn to Read Tutoring Program	Unit = 1 hour of tutoring	3,352 Units	\$10.292	\$34,498.78

B. Deferred Payment/Return of Funds

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to St. Johns County or a repayment agreement is accepted by St. Johns County. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. Contract Deliverables

1. Required Reports (check if included in contract)

EXHIBIT 1- Payment Request for Unit rate contract- Due: Monthly by the 20th of the following month. Must be based upon approved unit rates and actual uncompensated units provided during the reporting period. Payment will be made upon receipt and approval by the **COUNTY** of a completed Payment Request. Copies of supporting documentation for units provided during the reporting period must be attached to the Payment Request.

- EXHIBIT 2 – Program/Demographics – Due: April 30, 2007 and October 31, 2007.**
- EXHIBIT 3 – Performance Outcomes Report – Due: April 30, 2007 and October 31, 2007.**
- EXHIBIT 4 – Quarterly Unit Rate Analysis Report – Due: 20 days following the end of each quarter.**
- EXHIBIT 5 - Certificate of Insurance - Insert in contract.**

2. Required Documents

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due: 180 days following the end of PROVIDER’S fiscal year(s).**
- Monitoring Reports – A copy of monitoring reports from other funding agencies to the **PROVIDER** will be due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**. Copies of monitoring reports must include the **PROVIDER’S** response to the funding agency.

D. Contract Closeout

- Partnering for Results: Unit Rate Analysis Report - **Due: 30 days following end of contract.**
- Partnering for Results: Final Payment Request - **Due: 10 days following end of contract.**

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER’S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs that are

funded by the **COUNTY** including agency response, within thirty (30) days of receipt.

B. Audits and Inspections

The **PROVIDER** will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), St. Johns County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) exceeds three hundred thousand dollars (\$300,000.00), then an original, bound audit of the **PROVIDER'S** financial statements must be submitted to the **COUNTY**, in the form, format, and timeframe noted below, or elsewhere in this contract.

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) **does not exceed** three hundred thousand dollars (\$300,000.00), then an original, bound audit is not required, **unless the COUNTY** determines that an independent audit is warranted (base on among other things, the use of such funds), and provides the **PROVIDER** with a written explanation detailing the reason and/or rationale supporting the **COUNTY'S** determination that such an independent audit is warranted. Under those circumstances, the **COUNTY'S** written explanation will set forth the form, format, and timeframe for the independent audit.

An original, bound audit of the **PROVIDER'S** financial statements in accordance with Generally Accepted Accounting Principals (GAAP), and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable, including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls, and management's response to such letter, must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of **PROVIDER'S** fiscal year(s) along with any

corrective action plan if applicable. Failure to submit the report within the required time frame will result in the withholding of payment requested, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant and must be in accordance with the General Accounting Office (GAO) Yellow Book, generally accepted Government Auditing Standards, OMB Circular A-133 "**Audits of States, Local Governments and Non-Profit Organizations**" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable. The audit must specifically identify the programs that are funded by this St. Johns County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

ARTICLE V AMENDMENTS

PROVIDER must request a contract amendment in writing detailing the nature of and justification for the requested amendment. The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties. **See Attachment I.**

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any County-funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The **PROVIDER** shall furnish Certificates of Insurance to the **COUNTY** prior to the commencement of operations. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance ***naming St. Johns County Board of County Commissioners as Certificate Holder*** will be attached to this contract as an exhibit. Certificate(s) must be provided for the following:

1. **Workers' Compensation**– The **PROVIDER** shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if four or more) per Florida Statute 440.02.
2. **Professional Liability** – The **PROVIDER** shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence
3. **Comprehensive General Liability** - The **PROVIDER** shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the **PROVIDER** from claims for damages for bodily injury, including wrongful death, as well as from claims or property damages which may rise

from any operations under this Contract whether such operations be by the PROVIDER or by anyone directly employed by or contracting with the **PROVIDER**.

The General Liability Policy Certificate shall name "**St. Johns County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

4. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
 - \$100,000 bodily injury per person (BI)
 - \$300,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$300,000 combined single limit (CSL) of BI and PD
5. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
6. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

C. Notice of cancellation or modification

St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the **St. Johns County** Risk Manager, P. O. Box 349, St. Augustine, FL 32085-0349.

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the **PROVIDER** by Certified Mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That they will comply with all Federal, State and local anti-discrimination laws that are applicable to the **PROVIDER**.
- C. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- D. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- E. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- F. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Central Abuse Hotline (1-800-342-3720).
- G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who

knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the National Center on Elder Abuse Hotline (1-800-962-2873).

- H. That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- J. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.

That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds.

- K. That they will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

ARTICLE X HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

St. Johns County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is a "covered entity" as the law defines that term. Any "personal health information" ("PHI") as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an on-going task of the effected staffs of the **COUNTY** and **PROVIDER**.

ARTICLE XI NOTICES

Official notices concerning this Contract shall be directed to the following authorized representatives:

PROVIDER:

Name: Janet H. Hutson
Title: Executive Director
Agency: Learn to Read of St. Johns County, Inc.
Address: Post Office Box 860355
St. Augustine, FL 32086-0355
Telephone: (904) 826-0011
Fax: (904) 826-0090
Email : **ltr@aug.com**

COUNTY:

Name: Ann Henry
Title: Contracts Coordinator
SJC Health & Human Svcs. Dept.
Address: 1955 US 1 South, Suite D9
St. Augustine, FL 32086
Telephone: (904) 209-6142
Fax: (904) 209-6141
Email: **ahenry@co.st-johns.fl.us**

The signatures of the **two** persons shown below are designated and authorized by the Provider to sign all applicable reports:

JANET H. HUTSON OR
Name (Print)
Janet H. Hutson
Signature
EXECUTIVE DIRECTOR
Title (Print)

JOYCE A. SMITH
Name (Print)
Joyce A. Smith
Signature
TUTOR/STUDENT COORDINATOR
Title (Print)

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this Contract.

ARTICLE XII SPECIAL PROVISIONS

If needed, **PROVIDER** may be called upon to assist **COUNTY** during a natural disaster or emergency.

ARTICLE XIII ALL TERMS AND CONDITIONS INCLUDED

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

ARTICLE XIV GOVERNING LAW

This contract shall be construed according to the laws of the State of Florida. Venue for any State administrative and/or legal action arising under this contract shall be in St. Johns County, Florida. Venue for any federal legal action arising under this contract shall be in the United States District Court, Middle District of Florida.

ARTICLE XV SEVERABILITY

If any word, phrase, sentence, part, section, subsection, or other portion of this contract, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this contract, and all applications thereof, not having been declared void, shall remain in full force, and effect.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this 11-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By: Janet H. Hutson

Janet H. Hutson

(Signature of authorized officer)

Executive Director

10/10/06
Date

COUNTY: ST. JOHNS COUNTY

By: James E. Bryant

(Signature of authorized officer)

Chair, Board of County Commissioners

Date

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 10th day of October, 2006,

by Janet Hutson who is personally known

to me or who has produced _____ as identification and who did (did not) take an oath.

ATTEST: CLERK OF CIRCUIT COURT

By: _____

Title: _____

Date: _____

NOTARY:

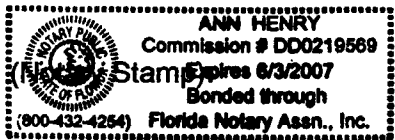
By: Ann Henry
Notary of Public (Signature)

**APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE**

By: Michael D. Hunt

Title: Deputy County Attorney

Date: 9/28/06



Attachment I

"To the extent not in conflict with, or violative of, any applicable County, State, or Federal ordinance, statute, law, policy, rule, or regulation, and further, to the extent that such action promotes a public purpose, then the Provider may request, in writing, that any unused, and/or unallocated funds may be transferred to a different project task, or transferred to different accounting code, in order to be used by the Provider, for a purpose and/or task, not noted in the existing Contract, or an under funded project task that is noted in the existing Contract.

"In its written request, the Provider shall specifically state that the funds sought to be transferred and/or redirected, are funds that have not been allocated for another task, or pledged/committed for services already performed. Additionally, the Provider must state, in writing, the scope and/or nature of the public purpose that will be achieved/obtained by transferring/re-directing such funds.

"The County is not obligated to approve such a request. However, the County shall examine and/or evaluate the Provider's request, and issue a written or electronic opinion within 10 days of the request, either approving, approving with conditions, or denying the request.

"The County shall consider the following factors when evaluating/examining the Provider's request to transfer funds: (1) whether the transfer of funds to a different project task will promote a public purpose--if so, what? (2) will the transfer of funds to a different project task, duplicate services provided through existing projects, (3) if applicable, whether provisions in a matching State or Federal Contract prevent, or severely restrict the transfer of funds to a different project task; and (4) any other factor deemed relevant by the County.

"It is explicitly understood, that should the County approve such a transfer of funds, the Provider is liable for any financial shortfalls, or associated penalties, or costs in the original project task fund.

"Should the County approve such a transfer of funds, the County and the Provider shall execute an Amendment to the Contract that sets forth the rationale for the approval of the transfer of such funds."

EXHIBIT 1

**PAYMENT REQUEST
UNIT COST CONTRACT**

Mail to: Attn: Ann Henry, Contracts Coordinator
 SJC Health & Human Services Department
 1955 US 1 South, Suite D9
 St. Augustine, FL 32086

Contract No. _____
 Funding Source _____
 Fiscal Year _____
 Reporting period: _____

Agency: Learn to Read of St. Johns County, Inc.
 Mailing Address: Post Office Box 860355
 St. Augustine, FL 32086-0355

Please call Social Services with any questions:
 Tel: (904) 208-6142 Fax: (904) 208-6141
 E-Mail: ahenry@co.st-johns.fl.us

Check appropriate line: _____
 Phone: 904-826-0011
 Regular Payment E-MAIL: ltr@aug.com
 (due 20th of month following) _____
 Final Payment FAX: 904-826-0090
 (due Oct. 10, 2007) _____

a. NAME OF EACH PROGRAM RECEIVING FUNDING FROM ST. JOHNS COUNTY	ANNUAL BUDGET			CURRENT MONTH			YEAR-TO-DATE					
	b. TOTAL NUMBER SERVICE UNITS PROJECTED FOR PROGRAM	c. TOTAL NUMBER SERVICE UNITS TO BE FUNDED BY ST. JOHNS COUNTY	d. UNIT COST FUNDED BY ST. JOHNS COUNTY	e. TOTAL FY2006 BUDGET AMOUNT	f. # TOTAL UNITS PROVIDED IN PROGRAM CURRENT MONTH	g. # UNITS BILLED TO ST. JOHNS COUNTY CURRENT MONTH	h. AMOUNT BILLED TO ST. JOHNS COUNTY CURRENT MONTH (Col. D X Col. G)	i. # UNITS BILLED TO ST. JOHNS COUNTY YEAR TO DATE	j. TOTAL UNITS PROVIDED IN PROGRAM YEAR TO DATE	k. AMOUNT BILLED TO ST. JOHNS COUNTY YEAR TO DATE	l. NUMBER OF ST. JOHNS COUNTY FUNDED UNITS REMAINING (Col.C-Col.G)	m. FUNDS REMAINING (Col.E-Col.K)
Learn to Read Tutoring Program	4255.00	3352.00	10.292	\$34,498.78			\$0.00				3352.00	\$34,498.78
							\$0.00				0.00	\$0.00
							\$0.00				0.00	\$0.00
TOTAL	4,255.00	3,352.00		\$34,498.78	0.00	0.00	\$0.00	0.00	0.00	\$0.00	3,352.00	\$34,498.78

I certify that all services on this report have been performed in compliance with applicable statutes and regulations, and in accordance with the approved County contract.

Signature of authorized representative _____
 DATE _____

TOTAL REQUEST \$0.00

FOR ST. JOHNS COUNTY USE ONLY

CERTIFIED BY: _____
 DATE: _____
 AUTHORIZED BY: _____
 DATE: _____

EXHIBIT 2
DEMOGRAPHICS REPORT (Demographics of Clients Served in Program)

DEMOGRAPHICS OF CLIENTS SERVED IN PROGRAM

Program Name: Learn to Read Tutoring Program

UNDUPLICATED CLIENT CHARACTERISTICS

Reporting Period : ☐ October 1, 200__ through March 31, 200__ ☐ April 1, 200__ through September 30, 200__		# of Clients served in Program	
AGE GROUP			
	5 and under		
	6 - 12 years		
	13 - 17 years		
	18 - 59 years		
	60 -64 years		
	65 & over		
	Not collected		
	Total	0	
GENDER		Children (0-17)	Adults (18 & up)
	Male		
	Female		
	Not collected		
	Total	0	0
RACE			
	American Indian or Alaska Native		
	Asian		
	Black or African American		
	Native Hawaiian or Pacific Islander		
	White		
	Unknown		
	Not collected		
	Total	0	0
ETHNICITY			
	Hispanic or Latino		
	Haitian		
	Other		
	Unknown		
	Not collected		
	Total	0	0
AGENCIES/ORGANIZATIONS SERVICE LOCATION			
	32033		
	32145		
	32080		
	32082		
	32084		
	32085		
	32086		
	32092		
	32095		
	32259		
	Out of County		
	Not Collected		
	Total	0	0
INCOME LEVEL		Median Income as of 01-01-04: \$56,600 (see table)	
	Very, Very low (30% of Median)		
	Very Low (60% of Median)		
	Low/Mod (80% of Median)		
	Not collected		
	Total	0	0

EXHIBIT 3

PERFORMANCE OUTCOME REPORT

Page 1 of 2

Provider Name: Learn to Read of St. Johns County, Inc. **Reporting Period:** 10/01/06-03/31/07
04/01/07-09/30/07

Program: Learn to Read Tutoring Program

Outcome # 1: 50% of tutored clients (152 clients of 302 annual clients) will show improvement in reading, writing, math or conversation skills

Service Description: Provide tutoring services, which will lead to documented improvement in client skills in at least to 152 adults annually.

Required Documentation: Client records, tutor reports, Follow-up evaluations of reading tests

(Column 1)	(Column 2)	(Column 3)	(Column 4)
Projected # Served Annually	Actual # Served For this period	Total # of clients Year to Date	% of Goal Achieved (Column 2/Column 3)
302 clients			

Instructions: *Outcome:* What is the desired result of the program? *Service Description:* How is the result being accomplished? *Required Documentation:* What written documentation is being collected to support the results? *Column 1* – Total annual number of clients projected to be served in this program per proposal. *Column 2* – Actual number of clients served in program year to date. *Column 3* – Total number of clients served that met outcome. *Column 4* – Percent of clients served that met outcome (column 2 divided by column 3)

EXHIBIT 4
ST. JOHNS COUNTY HEALTH & HUMAN SVCS. DEPARTMENT
AGENCY: Learn to Read of St. Johns County, Inc.
PROGRAM: Learn to Read Tutoring Program
QUARTERLY UNIT RATE REPORT

PERIOD	REPORT DUE	CHECK PERIOD
OCT-DEC	1/31/2007	
JAN-MAR	4/30/2007	
APR-JUNE	7/31/2007	
JULY-SEPT	10/31/2007	

(A) EXPENSE CATEGORY	(B) BUDGET Per Proposal	BUDGET Revised See att Note	(C) EXPENSES FIRST QT. 10/01/06-12/31/06	(D) EXPENSES SECOND QT. 1/1/07-3/31/07	(E) EXPENSES THIRD QT. 4/01/07-6/30/07	(F) EXPENSES FOURTH QT. 7/01/07-9/30/07	(G) EXPENSES TOTAL	(H) PERCENT OF BUDGET
Salaries	\$66,908.00						\$0.00	0.00%
Payroll Taxes	\$5,020.00						\$0.00	0.00%
Employee Benefits	\$0.00						\$0.00	#DIV/0!
Employee Leasing (Including fees)	\$0.00						\$0.00	#DIV/0!
Advertising	\$500.00						\$0.00	0.00%
Audit	\$0.00						\$0.00	#DIV/0!
Bonding Insurance	\$2,300.00						\$0.00	0.00%
Contract Labor	\$2,200.00						\$0.00	0.00%
Dues and Subscriptions	\$500.00						\$0.00	0.00%
Equipment Rental	\$2,300.00						\$0.00	0.00%
Mileage	\$2,300.00						\$0.00	0.00%
Office Expense	\$4,000.00						\$0.00	0.00%
Professional Services	\$0.00						\$0.00	#DIV/0!
Rent/Mortgage	\$0.00						\$0.00	#DIV/0!
Repairs and Maintenance	\$1,000.00						\$0.00	0.00%
Telephone	\$3,500.00						\$0.00	0.00%
Training Expense/Travel	\$1,000.00						\$0.00	0.00%
Utilities	\$3,600.00						\$0.00	0.00%
Other- Books	\$1,000.00						\$0.00	0.00%
Misc.	\$100.00						\$0.00	0.00%
Real Estate Tax	\$90.00						\$0.00	0.00%
TOTAL EXPENSES	\$96,318.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
NO. OF UNITS	4,255						0.00	0.00%
TOTAL UNIT COST	\$	22.64	#VALUE!	#VALUE!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

I certify that the information submitted on this report is, to the best of my knowledge, correct and accurate.

Signed By: _____ Position: _____ Date: _____

Agency Code 12-0185-00

Policy Number 984622-78557042

55181 (11-85)
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
COUNTY OF ST JOHNS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. **WHO IS AN INSURED** (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The following is added to **LIMITS OF INSURANCE** (Section III):
 8. The limits of liability for the additional insured are those specified in the written contract or agreement between the Insured and the designated person or organization, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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EXHIBIT 5

Southern-Owners

Page 1
AGENCY COPY

55040 (11/87)
Issued 12-14-2005
TAILORED PROTECTION POLICY DECLARATIONS

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Renewal Effective 01-27-2006

AGENCY HERBIE WILES INSURANCE
12-0185-00 MKT TERR 055 (904) 829-2201

POLICY NUMBER 984622-78557042-06

INSURED LEARN TO READ OF ST JOHNS
COUNTY INC

ADDRESS PD BOX 860355
ST AUGUSTINE, FL 32086-0355

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
01-27-2006	to 01-27-2007

Policy change: Effective Date of Change MO ___ DY ___ YR ___
Cross out old information and write in the changes.

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	\$1,000,000
Products-Completed Operations Aggregate Limit	1,000,000
Personal And Advertising Injury Limit	1,000,000
Each Occurrence Limit	1,000,000
Fire Damage Limit	100,000 Any One Fire
Medical Expense Limit	10,000 Any One Person

"General Aggregate Limit" shown above, is reinstated once per policy period at no additional charge, in accordance with form 55050.

AUDIT TYPE: Annual Audit

FORMS THAT APPLY TO LIABILITY: 59350 (02-03) 55118 (08-91) 55146 (07-96)
55091 (01-89) IL0021 (11-85) 55081 (08-88) 55029 (07-87) CG0001 (11-88)
CG0220 (07-92) IL0017 (11-85) 55050 (07-87) 55064 (07-87) CL175 (02-86)
55069 (01-88) CG2147 (09-89) 55137 (06-92) 55181 (11-95) 55145 (12-01)
55229 (01-02)

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 001 BLDG 001 70 S Dixie Hwy
St Augustine, FL 32085

TERRITORY: 006 COUNTY: St. Johns

Classification	Subline	Premium Basis	Rates	Premium
Commercial General Liability Plus Endorsement Included At 7% Of The Premises Operation Premium	CODE 00501 Prem/Op	Prem/Op Prem Inc	Inc	Inc
Sales, Service Or Consulting Organizations Noc Including Products And Or Completed Operations	CODE 47366 Prem/Op	Payroll 50,000	Each 1000 1.411	\$71.00
Additional Interests Designated Per/Organization L County Of St Johns	CODE 49950 Prem/Op	If Any		\$0.00