

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE ST. JOHNS COUNTY SCHOOL BOARD FOR THE INSTALLATION OF A GENERATOR AND BUILDING WITH ALL NECESSARY HARDWARE AT THE MIDDLE SCHOOL LOCATED AT 245 MEADOW LARK LANE, THAT WILL BE USED AS A SPECIAL NEEDS SHELTER IN TIMES OF EMERGENCIES, AND AUTHORIZES THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, it is the purpose and intent of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County, and the School Board of St. Johns County, on behalf of the School District to enter into an Agreement (attached hereto, and incorporated herein) formed in reliance upon, and under their respective powers, and under the authority of the Florida Interlocal Cooperation Act of 1969, as amended, section 163.01, Florida Statutes; and

WHEREAS, the attached and incorporated Agreement is entered into with the public purpose of cooperating on a basis of mutual advantage to provide services and facilities that will accord best with the public health safety and welfare; and

WHEREAS, the County has developed a Comprehensive Emergency Management Plan (CEMP) designed to serve the public and pre-emergency, emergency, and post-emergency situations; and

WHEREAS, the County's Comprehensive Emergency Management Plan designates the use of School Board Facilities for emergency shelters and related uses; and

WHEREAS, the School Board has adopted in its Board Rules Manual that the School Board District shall cooperate with the Department of Emergency Management or other designated emergency management coordinating groups; and

WHEREAS, the County and the School Board wish to cooperate with one another, in order to serve the interests of the public, in times of emergency; and

WHEREAS, it is in the collective interests of both the County and School Board to enter into the attached and incorporated Agreement.

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 Interlocal Agreement with the St. Johns County School Board for the purchase and installation of a generator, building and all appropriate hardware at middle school located at 245 Meadow Lark Lane that will be used as a Special Needs Shelter in times of emergencies, and authorizes the Chairman of the Board of County Commissioners to execute the Interlocal Agreement on behalf of the County.

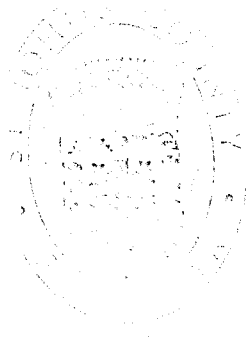
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 14th day of November, 2006.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: James E. Bryant
James E. Bryant, Chair

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grande
Deputy Clerk



SUBAGREEMENT BETWEEN THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE ST. JOHNS COUNTY SCHOOL BOARD FOR OBLIGATIONS, SERVICES, AND PAYMENTS RELATED TO AND ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF ONE 600KW GENERATOR, IN ORDER TO PROVIDE EMERGENCY POWER GENERATING CAPACITY TO THE PUBLIC SPECIAL-NEEDS HURRICANE SHELTER AT THE 2006 EHPA MIDDLE SCHOOL "FF" UNDER TERMS OF A FEDERAL EMERGENCY GRANT AWARDED BY THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION

THIS SUBAGREEMENT is entered into this 9th day of January, 20067 between the St. Johns County Board of County Commissioners (on behalf of St. Johns County (County)), recipient of certain Federal Emergency Management Administration (FEMA) financial assistance or grants, hereinafter referred to as "RECIPIENT", and the St. Johns County School Board (on behalf of the St. Johns County School District (School District)) hereinafter referred to as "SUBRECIPIENT".

WHEREAS, FEMA, is authorized under United States law, rule, or regulation to award grants for emergency management and protection; and

WHEREAS, the RECIPIENT has made application for, and has been awarded federal financial assistance or grants by FEMA for the purpose of purchasing and installing emergency generators at public schools of the SUBRECIPIENT that are used as special needs hurricane shelters by the RECIPIENT; and

WHEREAS, the SUBRECIPIENT allows the RECIPIENT to use the public schools of the SUBRECIPIENT as special needs hurricane shelters during times of weather-related emergencies, and other types of disaster emergencies; and

WHEREAS, in light of the FEMA financial assistance/grant, both the RECIPIENT and the SUBRECIPIENT agree that an emergency generator should be installed at 2006 EHPA Middle School "FF" for providing electrical power for necessary medical equipment for persons housed at the special needs hurricane shelter; and

WHEREAS, the RECIPIENT believes it to be in the public interest to install an emergency generator should be installed at 2006 EHPA Middle School "FF", which will be a public school of the SUBRECIPIENT; and

WHEREAS, the federal financial assistance or grants received from FEMA requires that the RECIPIENT fully comply with the obligations and requirements, including associated administration and management, of the FEMA Grant Agreement(s), which is incorporated into this Subagreement as an Exhibit(s); and

WHEREAS, the **RECIPIENT** and the **SUBRECIPIENT** desire to enter into a direct contractual relationship to more fully comply with the obligations and requirements of the FEMA Grant Agreement(s) including the obligation by the **SUBRECIPIENT** to also be fully aware of and fully comply with the obligations and requirements of the attached and incorporated FEMA Grant Agreement; and

WHEREAS, Section 163.02 Florida Statutes (2006) authorizes the County and School District to enter into this Subagreement.

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

ARTICLE I DEFINITIONS

- A. Capital Asset means any major tangible or intangible asset or resource that benefits the Recipient and Subrecipient for more than a single fiscal year. Specific to this Subagreement, capital assets include land, land improvements, easements, buildings, vehicles, and other equipment. These capital assets are further defined in the Capital Asset Policy adopted March 11, 2003 by the St. Johns County Board of County Commissioners.
- B. Expenditure means any purchase associated with the activity or activities listed in Project Description, the Approved Project Budget, and any modifications set forth in the Conditions of Award in the Grant Agreement or Cooperative Agreement applicable to the Project, and any other Special Conditions, Requirements, or Provisions applicable to the Project.
- C. Grant Agreement means the instrument by which FEMA awards Federal assistance to a specific Recipient to support a particular Project in which FEMA does not take an active role or retain substantial control. The Grant Agreement consists of the FEMA Award establishing the specific parameters of the Project, an Execution statement signed by the Recipient, and may include other Special Conditions, Requirements, or Provisions.
- D. Project means the activity or activities (task or tasks) listed in Project Description, the Approved Project Budget, and any modifications set forth in the Conditions of Award in the Grant Agreement or Cooperative Agreement applicable to the Project, and any other Special Conditions, Requirements, or Provisions applicable to the Project.
- E. Recipient means the entity that receives Federal assistance directly from FEMA to support the Project.

- F. Subagreement means an agreement through which a Recipient locates a capital asset or awards financial assistance derived from FEMA to a Subrecipient, as noted in the FEMA Grant Agreement, or another document, including this Subagreement.
- G. Subrecipient means any entity that receives Federal assistance or a capital asset awarded by an FEMA Recipient, rather than by FEMA directly.

ARTICLE II SCOPE OF SERVICES

The scope of services covered by this Subagreement and all associated expenditures will be restricted to the obligations and requirements of the Grant Agreement(s) (which include the Application for Federal Assistance) attached and incorporated in this Subagreement as one or more Exhibits.

ARTICLE III TERM OF SUBAGREEMENT

This Subagreement shall begin 1-10-07 and continue thereafter until such date that the **RECIPIENT** and **SUBRECIPIENT** have mutually agreed in writing that full compliance with the obligations and requirements of the FEMA Grant Agreement(s), incorporated in this Subagreement have been met, unless terminated as specified in Article X, Suspension/Termination.

ARTICLE IV RIGHTS AND OBLIGATIONS OF THE RECIPIENT

As the grant recipient, the **RECIPIENT** is directly obligated to the administration and management of the FEMA Grant, as well as maintaining full compliance with the obligations and requirements of the FEMA Grant Agreement(s). Accordingly, among other obligations and requirements, the **RECIPIENT** will:

- A. Budget and appropriate all necessary **RECIPIENT** funds as required by the Grant Agreement(s); and
- B. Consult in good faith with the **SUBRECIPIENT** before expending **RECIPIENT** funds as required by the Grant Agreement(s); and
- C. Process all invoices in satisfaction of the Grant Agreement(s) in a timely manner in the manner required by FEMA; and
- D. Maintain appropriate contact and required reporting or other supporting documentation with FEMA in a timely manner, and in the manner required by FEMA; and
- E. Monitor **SUBRECIPIENT** to assure compliance with all requirements of the Grant Agreement(s); and
- F. In discharge of its administration and management duties of the Grant Agreement(s), have the option to contract (i.e., third party contract) with a qualified firm or individual, or otherwise employ a qualified individual, to recommend or otherwise advise on all proposed expenditures of **RECIPIENT**

- funds as required by the Grant Agreement(s) before such **RECIPIENT** expenditures shall be made. Although the **RECIPIENT** will also consult with the **SUBRECIPIENT** on such matters, the **RECIPIENT** will make the final expenditure determination. In addition, the **RECIPIENT** shall have the right to be reimbursed or otherwise compensated by the **SUBRECIPIENT** for the full cost of contracting with such a third party or employing such a qualified individual, in full or in part at the **RECIPIENT**'s discretion; and
- G. For all applicable expenditures under terms of the Grant Agreement(s), use its own procurement procedures, provided that they reflect applicable state and local laws and regulations and otherwise ensure compliance with the Grant Agreement(s), and retain full ownership rights of any item so acquired.
 - H. Take all other reasonable and necessary action to ensure compliance with the requirements of the Grant Agreement(s).

ARTICLE V RIGHTS AND OBLIGATIONS OF THE SUBRECIPIENT

As the **RECIPIENT** desires to provide emergency power generating capacity to the **SUBRECIPIENT'S** public school, at the special needs hurricane shelter at Middle School "FF", the **SUBRECIPIENT** will:

- A. Consult in good faith with the **RECIPIENT**, if required by the **RECIPIENT**, before the **SUBRECIPIENT** expends funds as required by the FEMA Grant Agreement(s); and
- B. Provide timely documentation or other support as requested by the **RECIPIENT** in regard to expenditures under the FEMA Grant Agreement(s), including timely participation, as requested by the **RECIPIENT**, in response to FEMA reviews or other oversight conducted in accordance with FEMA Grant Agreement(s); and
- C. Agree to reimburse or otherwise compensate the **RECIPIENT**, if requested by the **RECIPIENT**, for any expenditure made in good faith by the **RECIPIENT** under the Grant Agreement(s) that are later deemed by the FTA as not allowable under the terms of the Grant Agreement(s); and
- D. Take all other reasonable and necessary action to ensure compliance with the requirements of the Grant Agreement(s).

ARTICLE VI AUDITS, MONITORING, AND RECORDS

- A. **Monitoring:** The **SUBRECIPIENT** agrees to permit persons duly authorized by the **RECIPIENT** 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 **SUBRECIPIENT** and/or interview any clients and employees of the **SUBRECIPIENT** to be assured of satisfactory performance of the terms and conditions of this Subagreement to the extent permitted by the law after giving the **SUBRECIPIENT** reasonable notice. The monitoring is a limited scope review of the Subagreement and agency management and does not relieve the **SUBRECIPIENT** of its obligation to manage the grant in accordance with the applicable rules and sound management practices.

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

SUBRECIPIENT must supply **RECIPIENT** with copies of all monitoring reports of programs that are funded by the **RECIPIENT** including agency response, within thirty (30) days of receipt.

- B. Audits and Inspections: The **SUBRECIPIENT** will make all records referenced in Article VI. 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 **RECIPIENT** 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 **SUBRECIPIENT** or **SUBRECIPIENT'S** Certified Public Accountant (CPA) that are pertinent to the Subagreement, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If Subagreement non-compliance or material weaknesses in the organization are noted, the **RECIPIENT** 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 **SUBRECIPIENT'S** personnel for the purpose of interview and discussion related to such documents.

- C. Records: The **SUBRECIPIENT** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and capital assets of the **SUBRECIPIENT** by funding source, program, and functional expenses category during the term of this Subagreement and five (5) years from the date of Subagreement 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: An original, bound audit of the **SUBRECIPIENT'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 **RECIPIENT** no later than one hundred eighty (180) days following the end of **SUBRECIPIENT'S** fiscal year(s) along with any corrective action plan if applicable. Failure to submit the report within the required time frame may result in the withholding of payment requested, or termination of the Subagreement by the **RECIPIENT**.

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 Subagreement 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 VII AMENDMENTS

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

ARTICLE VIII CONTRACTOR STATUS

- A. **Independent Contractor**: It is the Parties' intention that the **SUBRECIPIENT** will be an independent contractor and not the **RECIPIENT'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 **SUBRECIPIENT** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **SUBRECIPIENT'S** activities and responsibilities hereunder. The **SUBRECIPIENT** 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 Subagreement shall not be construed as creating any joint employment relationship between the **SUBRECIPIENT** and **RECIPIENT**, and **RECIPIENT** will not be liable for any obligation incurred by the

SUBRECIPIENT, including but not limited to unpaid minimum wages and /or overtime premiums.

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

ARTICLE IX RISK MANAGEMENT

- A. Indemnification: The **SUBRECIPIENT** will defend, hold harmless, and indemnify the **RECIPIENT** 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 **RECIPIENT** 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 **SUBRECIPIENT**, or by reason of the intentional or negligent act of the **SUBRECIPIENT** or its agents, representatives and/or employees.

The **SUBRECIPIENT** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **RECIPIENT** 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 **RECIPIENT** in any such action or proceedings.

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

- B. Insurance: The **SUBRECIPIENT** agrees to secure and maintain the insurance coverage outlined below during the term of this Subagreement. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The **SUBRECIPIENT** shall furnish Certificates of Insurance to the **RECIPIENT** prior to the commencement of operations. The **SUBRECIPIENT** agrees that this insurance requirement shall not relieve or limit **SUBRECIPIENT'S** liability and that the **RECIPIENT** does not in any way represent that the insurance required is sufficient or adequate to protect the **SUBRECIPIENT'S** interests or liabilities, but are merely minimums. It is the responsibility of the **SUBRECIPIENT** to ensure 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 provided to the **RECIPIENT** by the **SUBRECIPIENT**. Certificate(s) must be provided for the following:

1. **Workers' Compensation** – The **SUBRECIPIENT** shall maintain during the life of this Subagreement, 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 three or more) per Florida Statute 440.02.
2. **Professional Liability** – The **SUBRECIPIENT** shall maintain during the term of this Subagreement, standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
3. **Comprehensive General Liability** – The **SUBRECIPIENT** shall maintain during the life of this Subagreement, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the **SUBRECIPIENT** 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 Subagreement whether such operations be by the **SUBRECIPIENT** or by anyone directly employed by or contracting with the **SUBRECIPIENT**.

The General Liability Policy Certificate shall name "St. Johns County, a political subdivision of the State of Florida, its agents, employees, and public officials" as "Additional Insured". The **SUBRECIPIENT** 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 use 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.

- C. Notice of cancellation or modification: The **RECIPIENT** 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 X SUSPENSION/TERMINATION

- A. **Suspension**: The **RECIPIENT** reserves the right to suspend funding for failure to comply with the requirements of this Subagreement.

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

- B. **Termination by RECIPIENT**: The **RECIPIENT** may at any time and for any reason cancel this Subagreement by giving thirty (30) days prior written notice to the **SUBRECIPIENT** 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 St. Johns County. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

- C. **Termination by SUBRECIPIENT**: The **SUBRECIPIENT** may at any time and for any reason cancel this Subagreement by giving thirty (30) days prior written notice to the **RECIPIENT** by certified mail of such and specifying the effective date.

The **RECIPIENT'S** obligation to make any payments under any provision of this Subagreement shall cease on the effective date of termination. All capital assets provided to the **SUBRECIPIENT** by the **RECIPIENT** under terms of this Subagreement will revert to the **RECIPIENT** on the effective date of termination.

ARTICLE XI ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

The **SUBRECIPIENT** 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 **SUBRECIPIENT** 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, St. Johns County, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this Subagreement, the **RECIPIENT** does not waive the requirements of any St. Johns 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 **SUBRECIPIENT**.
- B. That they will comply with all federal, state and local anti-discrimination laws that are applicable to the **SUBRECIPIENT**.
- C. That they will administer its 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 Subagreement, the **SUBRECIPIENT** 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 Subagreement 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 Subagreement work directly with children or youths and vulnerable or disabled adults, the **SUBRECIPIENT** 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 Subagreement funds for the purpose of lobbying the legislature, state or county agencies.

- J. That they will acknowledge support for activities funded wholly or in part by **RECIPIENT** funds.
- K. That they will notify the **RECIPIENT** of any significant changes to the **SUBRECIPIENT** organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.

ARTICLE XII HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (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 **SUBRECIPIENT**.

ARTICLE XIII NOTICES

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

SUBRECIPIENT:

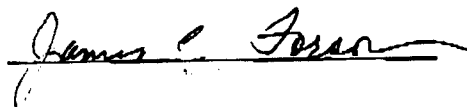
Name: James C. Forson
 Title: Exec. Dir. for Fac. & Oper.
 Agency: St. Johns County School Dist.
 Address: 40 Orange Street
 St. Augustine, FL 32084
 Telephone: (904) 819-7670
 Fax: (904) 819-7675
 Email: forson@stjohns.k12.fl.us

RECIPIENT:

Name: Ben W. Adams, Jr.
 Title: County Administrator
 Agency: St. Johns County Board of
 County Commissioners
 Address: 4020 Lewis Speedway
 St. Augustine, FL 32085
 Telephone: (904) 823-2509
 Fax: (904) 823-2507
 Email: badams@co.st-johns.fl.us

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

James C. Forson
 Name (printed/typed)



OR

 Name (printed/typed)

Signature

Signature

Executive Director for
Facilities & Operations

Title

Title

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

ARTICLE XIV SPECIAL PROVISIONS

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

ARTICLE XV ALL TERMS AND CONDITIONS INCLUDED

This Subagreement 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 Subagreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Subagreement is legally determined unlawful or unenforceable, the remainder of the Subagreement shall remain in full force and effect and such terms or provisions shall be stricken.

ARTICLE XVI GOVERNING LAW; VENUE

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

ARTICLE XVII SEVERABILITY

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

IN WITNESS THEREOF, SUBRECIPIENT and RECIPIENT have caused this Subagreement and any attached, and incorporated Exhibit to be executed by their undersigned officials as duly authorized.

SUBRECIPIENT:

By: Beverly Slough
Name (print)

Beverly Slough
(Signature of authorized officer)

Chairman
Title

1-17-07
Date

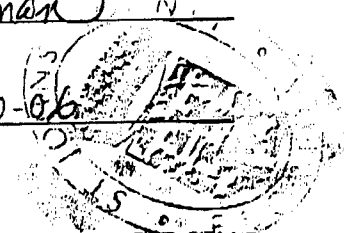
RECIPIENT:

By: James E. Bryant
Name (print)

James E. Bryant
(Signature of authorized officer)

Chairman
Title

11-20-06
Date



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

The foregoing instrument was acknowledged before me this 17th day of January, 2006, by Beverly Slough, 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: Stacia R. Grande

Title: Deputy Clerk

Date: 11-20-06

NOTARY:



By: Gina Fallica
Notary of Public (Signature)

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

By: Michael D. Hunt

Title: Deputy County Attorney

Name (typed)

Date: _____