RESOLUTION NO. 2007- 298

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 THE BOYS AND GIRLS CLUBS OF NORTHEAST FLORIDA, AND 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 the Boys and Girls Clubs of Northeast Florida, which are to be disbursed by St. Johns County, Florida, in an amount not to exceed twenty-four thousand, two hundred fifty dollars ($24,250.00), for the youth programs at the St. Augustine Boys and Girls Clubs; 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 the Boys and Girls Clubs of Northeast Florida, and authorizes 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 16th day of October, 2007.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Attest: 
Deputy Clerk

By: Ben Rich, Chair

BDITION DATE 10/18/07
STANDARD NONPROFIT CONTRACT/Unit of Service

CONTRACT BETWEEN
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
And
The Boys and Girls Clubs of Northeast Florida

THIS CONTRACT is entered into and effective the 1st day of October, 2007, between St. Johns County, hereinafter referred to as "COUNTY" and the Boys and Girls Clubs of Northeast Florida, 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

The mission of the Boys and Girls Clubs is to inspire and empower all young people, with special concern for those from disadvantaged circumstances, to develop the skills and self-reliance necessary to become productive, responsible and caring citizens.

Young people aged 6-18 join the St. Augustine Boys and Girls Club for an annual fee of $10.00. In doing so, they will receive age-appropriate risk behavior prevention curricula and activities as well as mentoring and leadership opportunities through the clubs’ five core programs of Education and Career Development, Character and Leadership Development, The Arts, Health and Life Skills, and Sports, Fitness, and Recreation. Using the SMART (Skills Mastery and Resistance Training) program, youths are provided substance abuse prevention.

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, 2007** and end **September 30, 2008** 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 **$24,250.00**. 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.

<table>
<thead>
<tr>
<th>Program</th>
<th>Unit Description</th>
<th>Units purchased by County</th>
<th>Unit rate reimbursed by County</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Augustine Boys and Club - after school programs -</td>
<td>Unit = One Year of Programs and Services to one Club member</td>
<td>24.25 units annually (2.02 monthly)</td>
<td>$1000.00 per unit</td>
<td>$24,250.00</td>
</tr>
<tr>
<td>summer programs - school holiday programs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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, 2008 and October 31, 2008.


☑ EXHIBIT 4 - 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 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: Deborah Verges
Title: Executive Director
Agency: The St. Augustine Boys and Girls Club
Address: 1300 Riverplace Blvd, #310
Jacksonville, FL 32207
Telephone: (904) 396-4435
Fax: (904) 396-5254
Email: debbiev@bgcnf.org

COUNTY:
Name: Ann Henry
Title: Contracts Coordinator
SJC Social Services - HHS 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:

CHARLES BEASUP
Name (Print)
Signature
VP OF OPERATIONS
Title (Print)

OR

TABITHA WILKEY
Name (Print)
Signature
DIR OF FINANCE
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 12-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: Deborah Verges
(Signature of authorized officer)

Executive Director

Date 10/11/07

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 1st day of October, 2007

by Deborah Verges, who is personally known to me or who has produced ___ as identification and who ☐ did (☐ did not) take an oath.

NOTARY:

By: Charleen M. Bearup
Notary of Public (Signature)

CHARLEEN M. BEARUP
Name (typed)

COUNTY: ST. JOHNS COUNTY

By: 
(Signature of authorized officer)

Chair, Board of County Commissioners

Date 10/18/07

ATTEST: CLERK OF CIRCUIT COURT

By: Puneet Kandhari
Title: Deputy Clerk

Date: 10/18/07

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE

By: Mike D. Hunt
Title: County Attorney

Date: 12/26/07

12
"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 2**
**DEMOGRAPHICS REPORT** (Demographics of Clients Served in Program)

**DEMOGRAPHICS OF CLIENTS SERVED IN PROGRAM**

*Program Name: St. Augustine Boys and Girls Club*

**UNDUPLICATED CLIENT CHARACTERISTICS**

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<thead>
<tr>
<th>AGE GROUP</th>
<th># of Clients served in Program</th>
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<tr>
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</tr>
<tr>
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<tr>
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<tr>
<td><strong>Total</strong></td>
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</table>

<table>
<thead>
<tr>
<th>ETHNICITY</th>
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<tbody>
<tr>
<td>Hispanic or Latino</td>
<td></td>
</tr>
<tr>
<td>Haitian</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Unknown</td>
<td></td>
</tr>
<tr>
<td>Not collected</td>
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<tr>
<td><strong>Total</strong></td>
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<table>
<thead>
<tr>
<th>LEGAL RESIDENCE AT REFERRAL</th>
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<tbody>
<tr>
<td>32033</td>
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<tr>
<td>32145</td>
</tr>
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<td>32085</td>
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<td>32086</td>
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<td>32092</td>
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<td>32259</td>
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<td>Out of County</td>
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<tr>
<td>Not Collected</td>
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<td><strong>Total</strong></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>INCOME LEVEL</th>
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<tr>
<td>$0-$19,152.00 Annually</td>
</tr>
<tr>
<td>$19,153.00-$23,490 Annually</td>
</tr>
<tr>
<td>$23,491.00-$28,728.00 Annually</td>
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<tr>
<td>$28,729.00-$33,516.00 Annually</td>
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<tr>
<td>$33,517.00-$38,304.00 Annually</td>
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<tr>
<td>$38,305.00-$43,092.00 Annually</td>
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<tr>
<td>Over $43,093.00 Annually</td>
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<tr>
<td>Not collected</td>
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<td><strong>Total</strong></td>
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EXHIBIT 3
PERFORMANCE OUTCOME REPORT
Page 1 of 2

Provider Name: The St. Augustine Boys & Girls Club   Reporting Period: _10/01/07-03/31/08
                                             _04/01/08-09/30/08
Program: Youth Development

Outcome # 1: 80% of unduplicated participants (19 participants) will understand the dangers of substance abuse by the end of the program year.

Service Description: Participants will demonstrate the knowledge gained verbally and on written post curricular assessments.

Required Documentation: Post-curriculum assessments, written and verbal.

<table>
<thead>
<tr>
<th>(Column 1)</th>
<th>(Column 2)</th>
<th>(Column 3)</th>
<th>(Column 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected # Served Annually</td>
<td>Actual # Served Year to Date</td>
<td>Total # Achieving Outcome Year to Date</td>
<td>% Clients Achieving Outcome (Column 2/Column 3)</td>
</tr>
<tr>
<td>24.25</td>
<td></td>
<td></td>
<td></td>
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</table>

Outcome # 2: 80% of unduplicated participants (19 participants) will successfully role play refusing drugs or alcohol by the end of the program year.

Service Description: Participants will demonstrate role playing.

Required Documentation: Real time assessments as part of curriculum.

<table>
<thead>
<tr>
<th>(Column 1)</th>
<th>(Column 2)</th>
<th>(Column 3)</th>
<th>(Column 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected # Serviced Annually</td>
<td>Actual # Serviced Year to Date</td>
<td>Total # Achieving Outcome Year to Date</td>
<td>% Clients Achieving Outcome (Column 2/Column 3)</td>
</tr>
<tr>
<td>24.25</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Outcome #3: By the end of the program year, 80% of unduplicated participants (19 participants) will report that they are motivated to avoid substance abuse for life.

Service Description: Completion of SMART program curriculum.

Required Documentation: Post-curriculum assessments, written and verbal.

<table>
<thead>
<tr>
<th>(Column 1)</th>
<th>(Column 2)</th>
<th>(Column 3)</th>
<th>(Column 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected # Serviced Annually</td>
<td>Actual # Served Year to Date</td>
<td>Total # Achieving Outcome Year to Date</td>
<td>% Clients Achieving Outcome (Column 2/Column 3)</td>
</tr>
<tr>
<td>24.25</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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)
<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Prop.</th>
<th>First of</th>
<th>Second of</th>
<th>Fourth of</th>
<th>Monthly Total</th>
<th>Quarterly Total</th>
<th>Total Unit Cost</th>
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<tr>
<td>Salaries and Subscriptions</td>
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<tr>
<td>Supplies and Subscriptions</td>
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<td>366,000</td>
<td></td>
<td>366,000</td>
</tr>
</tbody>
</table>

**Exhibit A**

**Quarterly Unit Rate Report**

**Program:** Borzoni's Club

**Agency:** St. Augustine Boys and Girls Club

**ST. JOHNS COUNTY HEALTH & HUMAN SERVICES DEPARTMENT**

**Exhibit 1**
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Harden & Associates, Inc.
806 Riverside Ave.
Jacksonville FL 32204
Phone: 904-354-3735 Fax: 904-634-1302

INSURER
Boys & Girls Clubs of Northeast Florida, Inc.
1300 Riverplace Blvd. # 310
Jacksonville FL 32207

INSURERS AFFORDING COVERAGE
INSCRIBER A: Charler Oak Fire Insurance Co
INSCRIBER B: Illinois Union Insurance Co.
INSCRIBER C:
INSCRIBER D:
INSCRIBER E:

COVERAGES
The policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by prior claims.

LIMITS
- EACH OCCURRENCE
- PROPERTY DAMAGE - compress op agg
- PERSONAL & ADJ bursty
- GENERA bursty
- CLAIMS MADE
- OCCUR

CERTIFICATE HOLDER
St. John's County Social Services
1955 US 1 S. Sta. D9
St. Augustine FL 32086

CANCELLATION
STJO-03

EXHIBIT 5