

RESOLUTION 2014 - 235

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS AND REQUIREMENTS OF THE CONTRACT TEMPLATE TO BE USED TO CREATE AND EXECUTE CONTRACTS BETWEEN ST JOHNS COUNTY AND NONPROFIT AGENCIES AND ORGANIZATIONS; AND TO AUTHORIZE THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENTS ON BEHALF OF THE COUNTY.

WHEREAS, the St. Johns County Health and Human Services Advisory Council originally recommended funding the current providers of services for Health and Human Services to the St. Johns County Board of County Commissioners, and the recommendation was approved at the September 4, 2012 board meeting; and

WHEREAS, St. Johns County Health and Human Services would like to receive the St. Johns County Board of County Commissioners' approval of the contract extension template in order to extend the current agreements with each of the nonprofit agencies and organizations for the period of October 1, 2014 – December 31, 2014, and to authorize the County Administrator or designee to execute the final agreements on behalf of the County; and

WHEREAS, the Board of County Commissioners has reviewed the terms, conditions and requirements of the agreement template and determined that entering into the agreement serves the interests of the citizens of St. Johns County.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. Incorporation of Recitals.

The above recitals are hereby incorporated into the body of this resolution, and are adopted as findings of fact.

Section 2. Approval and Authority to Execute.

The Board of County Commissioners hereby approves the terms, conditions and requirements of the contract extension template, and hereby authorizes the County Administrator, or his designee, to execute the final agreements on behalf of St. Johns County.

Section 3. Correction of Errors.

To the extent that there are typographical, administrative or scrivener's errors that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without

further action by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 2nd day of ~~September~~ 2014.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA

By: _____

John H. Morris
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Pam Halterman
Deputy Clerk

RENDITION DATE 9/4/14

**AMENDMENT TO CONTRACT
BETWEEN
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AND**

THIS CONTRACT Amendment (Contract) is made this _____ day of _____, 2014, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the state of Florida (the County), and _____, a Florida not-for-profit corporation, whose address is _____, whose telephone number is _____, and whose fax number is _____ (the Provider).

WHEREAS, the County and Provider entered into an agreement on the _____ day of _____, 2012 (Original Contract), to provide certain services to the residents of St. Johns County, subject to the terms and conditions contained therein; and

WHEREAS, the Original Contract provided for a single one-year renewal; and

WHEREAS, the County and the Provider entered into a one-year renewal of the Original Contract on _____, 2013; and

WHEREAS, the Term of the renewal to the Original Contract expires on September 30, 2014; and

WHEREAS, the County and the Provider mutually seek to amend the Original Contract to provide for a 3-month extension to the renewal as provided herein.

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

1. Term Extension. The term of the renewal to the Original Contract shall be extended to December 31, 2014 unless earlier suspended or terminated in accordance with the terms and conditions of the Original Contract. It is expressly noted that the County's performance of this Agreement is subject to an annual appropriation of funds by the St. Johns County Board of Commissioners.
2. Permits and Licenses. To the extent that Provider is required to secure or maintain any requisite permits, licenses or approvals necessary to perform the Scope of Services, then Provider, at Provider's sole cost and expense, shall be responsible for securing or maintaining, any such permits, licenses, or approvals in accordance with local, state and federal law, rule, regulation, statute, or ordinance for the duration of this Contract.
3. Public Records.
 - a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable state and federal provisions. Access to such public records, may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party.
 - b. In accordance with Florida law, to the extent that Provider's performance under this Contract constitutes an act on behalf of the County, Provider shall provide access to all public records made or received by Provider in conjunction with this Contract. Specifically, if Provider is expressly authorized, and acts on behalf of the County under this Agreement, Provider shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;

(2) Provide the public with access to public records related to this Contract on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;

(3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and

(4) Meet all requirements for retaining public records, and transfer at Provider's sole cost and expense, all public records in the possession of Provider upon termination of this Agreement.

c. Provider shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable state and federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

d. Failure by Provider to grant such public access shall be cause for unilateral termination of this Contract by the County. Provider shall promptly provide the County notice of any request to inspect or copy public records related to this Contract in Provider's possession and shall promptly provide the County a copy of Provider's response to each such request.

4. Review of Records. As a condition precedent to entering into this Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, Provider hereby authorizes the County to examine, review, inspect, and audit its books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the Provider is under no duty to provide access to documentation not related to this Contract, or that is otherwise protected by local, state, or federal law.
5. Severability. If any word, phrase, sentence, part, subsection, section 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, 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, unconstitutional, or invalid, shall remain in full force, and effect.
6. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
7. Effect of this Agreement. With the exception of the amendments and revisions noted in this Contract, in all other respects, the Original Contract shall remain in full force and effect. As for such amendments and revisions noted in this Contract, such amendments and revisions, have been incorporated in to the Original Contract, and shall have full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement.

PROVIDER

COUNTY

By: _____

By: _____

(Signature of authorized officer)

(Signature of authorized officer)

Title

Title

Date

Date