

**RESOLUTION NO. 85**

A RESOLUTION OF ST. JOHNS COUNTY, FLORIDA,  
AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE,  
TO EXECUTE AN AMENDMENT TO THE CONTRACT  
AGREEMENT FOR PROFESSIONAL/CONSULTING SERVICES  
ALLOWING FOR AFTER-HOURS ACCESS TO THE SOLOMON  
CALHOUN COMMUNITY CENTER SWIMMING BY ST. JOHNS  
COUNTY FIRE RESCUE PERSONNEL PARTICIPATING IN MARINE  
RESCUE TRAINING

WHEREAS, St. Johns County ("County") currently contracts with the Young Men's Christian Association of Florida's First Coast, Inc. ("YMCA") for pool operation and lifeguard services at the Solomon Calhoun Community Center; and

WHEREAS, the St. Johns County Fire Rescue Division ("SJCFR"), Marine Rescue Section is an Advanced Certified Agency through the United States Lifesaving Association that provides superior lifesaving services on the County's beaches to residents and visitors alike; and

WHEREAS, all SJCFR personnel participating in the Marine Rescue Section must complete requisite, ongoing training; and

WHEREAS, the County seeks to amend its existing contract with the YMCA to allow for after-hours access to the pool in order to provide SJCFR personnel with uninterrupted access and increased flexibility to complete requisite training (*see attached for a copy of the Amendment*); and

WHEREAS, executing the proposed amendment best serves the interests of the citizens of St. Johns County, Florida.

NOW, THEREFORE, BE IT RESOLVED by the St. Johns County Board of County Commissioners (the "Board") that:

SECTION 1. Incorporation of Recitals. The recitals above are hereby incorporated in to the body of this Resolution as findings of fact.

SECTION 2. Authority. The County Administrator, or designee, is authorized to execute an amendment in substantially the same and format as attached hereto to provide after-hours access to the Solomon Calhoun Community Center swimming pool by SJCFR personnel participating in marine rescue training.

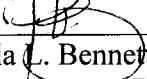
SECTION 3. Correction of errors. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this

Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.


SECTION 4. This Resolution shall be effective upon its execution.

PASSED AND ADOPTED this 21<sup>st</sup> day of April, 2015.

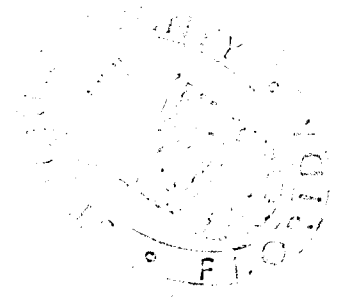
ST. JOHNS COUNTY, FLORIDA

By:   
Priscilla L. Bennett, Chair  
St. Johns County Board of County Commissioners

ATTEST:

By:   
Deputy, Clerk of Court

RENDITION DATE 4/23/15



**THIS AMENDMENT** to the Contract Agreement for Professional/Consulting Services (“Contract”), dated November 4, 2009, by and between the St. Johns Board of County Commissioners (“County”) and The Young Men’s Christian Association of Florida’s First Coast, Inc. (“YMCA”) is made and entered into as of this \_\_\_\_\_ day of May, 2015. In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Scope of Services.** Section 2 (entitled “Scope of Services”) of the Contract shall be amended to add the following services:

- Coordinate with the St. Johns County Fire Rescue Division (“SJCFR”) to provide after-hours access to the pool by SJCFR personnel participating in marine rescue training.
- Coordinate with SJCFR in developing policies and procedures for after-hours access to the pool by SJCFR personnel participating in marine rescue training.

2. **Duties.** Section 3 (entitled “Duties”) of the Contract shall be amended to add the following duties:

- The YMCA shall coordinate with SJCFR personnel in developing policies and procedures that ensure the highest standards of safety and facility maintenance during after-hours access by SJCFR personnel participating in marine rescue training.
- The County shall coordinate with the YMCA in developing policies and procedures that ensure the highest standards of safety and facility maintenance during after-hours access by SJCFR personnel participating in marine rescue training.

3. **Indemnification.** Section 16 (entitled “Indemnification”) of the Contract shall be amended to read as follows:

- a. To the extent permissible by law, the County shall indemnify and hold harmless the YMCA from and against any and all claims and liabilities that arise from any negligent act or omission on the part of the County, or its employees, agents or representatives, to the extent that such negligent act or omission is connected with the County’s performance of this Contract.
- b. To the extent permissible by law, the YMCA shall indemnify and hold harmless the County, its officials, agents and employees from and against any and all claims and liabilities that arise from the negligent act or omission on the part of the YMCA or its employees, agents or representatives, to the extent that such negligent act or omission is

4. **Effect of Amendment.** With the exception of the changes, amendments, modifications, and revisions provided herein, all provisions contained in the Contract shall remain in full force

and effect. The County and the YMCA hereby acknowledge that any further change, amendment, modification or revision of the Contract shall be in writing, and shall be executed by duly authorized representatives of each party.

**IN WITNESS WHEREOF**, the County and the YMCA have caused this Amendment to the Contract to be duly executed as of the date set forth below.

**The Young Men's Christian Association  
of Florida's First Coast, Inc.**

**St. Johns County  
a political subdivision of the State of  
Florida**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_