

RESOLUTION 2018 - 184

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT EXTENSION AGREEMENT BETWEEN ST JOHNS COUNTY AND ST JOHNS WELFARE FEDERATION D/B/A BAYVIEW ASSISTED LIVING AT BUCKINGHAM SMITH.

WHEREAS, each year St. Johns County provides funding to nonprofit agencies that provide health, human, or social services to the residents of St. Johns County; and

WHEREAS, the Board of County Commissioners previously approved the nonprofit agency's contract extension for a three month term at the request of the Health and Human Services Advisory Council, until an amended contract could be completed in order to enhance the service provisions provided to the residents of St. Johns County; and

WHEREAS, County staff has completed the amended contract extension for the remainder of Fiscal Year 2018 for St. Johns Welfare Federation d/b/a BayView Assisted Living at Buckingham Smith; and

WHEREAS, the attached amended contract extension agreement sets forth the terms and conditions of the agreement with St. Johns Welfare Federation d/b/a BayView Assisted Living at Buckingham Smith; and

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

NOW, THEREFORE, 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 approves the terms, conditions, and requirements of the amended contract extension, and hereby authorizes the County Administrator, or his designee, to execute the final agreement 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.

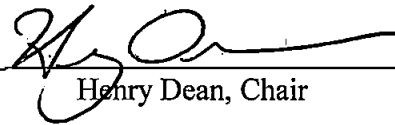
Section 4. Effective Date.

This resolution shall be effective upon its adoption by the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, and this 19th day of April, 2018.

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

By: _____

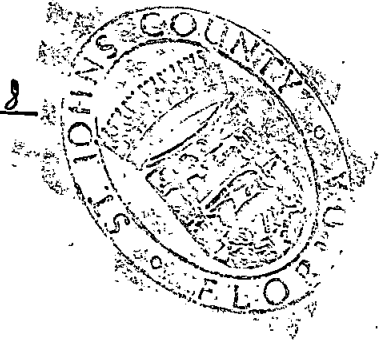

Henry Dean, Chair

ATTEST: HUNTER S. CONRAD, CLERK

By: _____


Deputy Clerk

RENDITION DATE 6/21/18



**CONTRACT EXTENSION AGREEMENT
BETWEEN
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AND
ST. JOHNS WELFARE FEDERATION D/B/A
BAYVIEW ASSISTED LIVING AT BUCKINGHAM SMITH**

THIS CONTRACT EXTENSION AGREEMENT (Extension Agreement) is made this _____ day of _____, 2018, between **ST. JOHNS COUNTY**, a political subdivision of the state of Florida (the County), and St. Johns Welfare Federation d/b/a BayView Assisted Living at Buckingham Smith (the Provider), whose address is 161 Marine Street, St. Augustine, FL 32084, Phone: (904) 584-1841, Fax: (904) 829-2740.

WHEREAS, the County and the Provider entered into an agreement on the 14 day of December, 2015 (the Original Contract), to provide assisted living healthcare services to indigent, primarily elderly working citizens who meet the medical requirements for limited nursing services and cannot afford assisted living, and administration to eligible residents of St. Johns County, subject to the terms and conditions contained therein; and

WHEREAS, the term of the Original Contract expired on September 30, 2016; and the original contract agreement was extended for a one year term on September 20, 2016, with an expiration date of September 30, 2017; and

WHEREAS, the County and the Provider mutually extended the Original Contract for an additional three month term effective October 1, 2017 through December 31, 2017; and

WHEREAS, the Original Contract provided for funding in the amount of \$105,064; and

WHEREAS, as of the date of this Extension Agreement, there is \$78,798 in funding available to the Provider from the funds provided in the Original Contract; and

WHEREAS, the County and the Provider mutually seek to extend the Original Contract for an additional nine months as provided herein and to include an amendment regarding the Provider's duties during a declared state of emergency.

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

1. **Term- Extension.** This Extension Agreement shall be effective beginning on January 1, 2018, and ending on September 30, 2018, 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 Extension Agreement is subject to an annual appropriation of funds by the St. Johns County Board of Commissioners.
2. **State of Emergency.** In the event of a declaration of a Local State of Emergency, or any event in which the County deems emergency response activities are necessary; the Provider, as a licensed Assisted Living Facility in the State of Florida, and a local agency that provides assisted living services to residents of the community whom are indigent, primarily elderly, and medically needy, will support the County's emergency response activities as directed and ordered in accordance with Rule 58A-5.026, F.A.C. Emergency Response activities include, but are not limited to evacuation, reentry, host sheltering, and maintaining constant communications with the County in response to the emergency. These activities will be accomplished through the implementation and execution of the facility's approved Comprehensive Emergency Management Plan (CEMP). In addition to supporting emergency response activities, the Provider is required to:
 - a. Designate a single point of contact acceptable to the County and grant this person authority to directly communicate with the County and implement and execute the facility's approved CEMP as required; and
 - b. Update CEMP with name, title, phone number, email and mailing addresses of person designated to execute emergency responsibilities on behalf of Provider.
 - c. Within fifteen days of signing this contract extension agreement, the Provider will notify the County in

writing of the designated single point of contact's name, title, phone number(s), email and mailing

addresses. Should the designated single point of contact change, the Provider shall notify the County, in writing, within one business day.

Provider shall not designate any person as point of contact who at any time in the five (5) years prior to the effective date of this Agreement has failed to comply with state or local emergency orders or regulations during any declared state of emergency. The County may require the Provider to change the designated point of contact for any reason.

3. **Permits and Licenses.** To the extent that the Provider is required to secure or maintain any requisite permits, licenses or approvals necessary to perform the Scope of Services, the Provider, at the Provider's sole cost and expense, shall be responsible for securing/maintaining, any and all such permits, licenses, or approvals in accordance with Local, State and/or Federal law, rule, regulation, statute, or ordinance for the duration of this Extension Agreement.
4. **Access to Records.** The access to, disclosure/non-disclosure, exemption and cost of reproduction of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted or hindered by placing the public records in the possession of a third or unaffiliated party.
5. **Review of Records.** As a condition precedent to entering into this Extension Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Provider 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 Extension Agreement. It is specifically noted that the Provider is under no duty to provide access to documentation that is not related to this Extension Agreement or that is otherwise protected by Local, State, or Federal law.
6. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Extension Agreement, 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 Extension Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
7. **Governing Law and Venue.** This Extension Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Extension Agreement shall be in St. Johns County, Florida.
8. **Effect of this Agreement.** With the exception of the amendments and revisions noted in this Extension Agreement, in all other respects, the Original Contract shall remain in full force and effect. As for such amendments and revisions noted in this Extension Agreement, 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