

RESOLUTION 2018 - 53

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT EXTENSION BETWEEN ST JOHNS COUNTY AND THE ST. JOHNS HOUSING PARTNERSHIP.

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 St. Johns Housing Partnership's contract extension for a three month term at the request of the Health and Human Services Advisory Council; and

WHEREAS, the attached agreement would extend the contract between St. Johns County and the St. Johns Housing Partnership for an additional nine-month term; and

WHEREAS, the attached contract sets forth the terms and conditions of the agreement with the St. Johns Housing Partnership; 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 best 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 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.

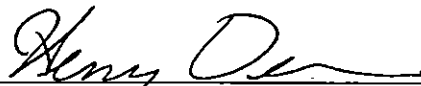
To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without further action by the Board of County Commissioners.

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 20 day of February, 2018.

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

By: 
Henry Dean, Chair

RENDITION DATE 2/21/18

ATTEST: HUNTER S. CONRAD, CLERK

By: 
Deputy Clerk



**CONTRACT EXTENSION AGREEMENT
BETWEEN
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AND
ST JOHNS HOUSING PARTNERSHIP**

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 Housing Partnership, (the Provider) whose address is 525 West King Street, St. Augustine, FL 32084, Phone: (904) 824-0902, Fax: (904) 824-9635.

WHEREAS, the County and the Provider entered into an agreement on the 3 day of December, 2015 (the Original Contract), to provide emergency repair services for low-income households at no cost to the client, 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;

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;

WHEREAS, the County and the Provider mutually seek to extend the Original Contract for an additional **nine-month** term in the amount of **\$63,750.00** 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.** 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. **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.
3. **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.
4. **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.
5. **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.

6. **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.
7. **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