

RESOLUTION NO. 2020 - 282

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO: 20-35R AND TO EXECUTE AN AGREEMENT FOR SOLOMON CALHOUN COMMUNITY POOL PROGRAMS & SERVICES.

RECITALS

WHEREAS, the County desires to enter into a contract with the Young Men's Christian Association of Florida's First Coast, Inc. to provide the management of the Solomon Calhoun Community Center swimming pool, located at 1300 Duval Street, St. Augustine, FL 32084, which shall include development, provision and management of programs, provision of lifeguard services, and performance of daily maintenance; in accordance with RFP No. 20-35R; and

WHEREAS, the scope of the services will be to operate and manage the pool, facilitate and offer a variety of quality aquatic programs; and maintain the pool in a clean and operable condition. The County reserves the right to adjust and/or amend the required services in order to satisfactorily address the needs of the County and the community, in accordance with RFP No. 20-35R; and

WHEREAS, through the County's formal RFP process, Young Men's Christian Association of Florida's First Coast, Inc. was the top ranked responsive, responding firm; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to conduct negotiations with Young Men's Christian Association of Florida's First Coast, Inc., and upon successful negotiations, award a contract to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 20-35R.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4th day of August, 2020.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT: Brandon Patty, Clerk

By: Pam Halterma
Deputy Clerk

RENDITION DATE 8/6/20





CONTRACT AGREEMENT

RFP No: 20-35R; Solomon Calhoun Community Pool Programs & Services
Master Contract #: 20-MCC-YMC-12374

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2020, ("Effective Date"), by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Young Men's Christian Association of Florida's First Coast, Inc.** ("Contractor"), authorized to do business in the State of Florida, with principal offices located at 500 Pope Road, St. Augustine, FL 32080; Phone: (904) 471-9622; Fax: (904) 471-2975 and Email: jlyon@fcymca.org.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, and shall remain in effect for an initial contract term of five (5) calendar years and shall have one (1) five (5) year renewal option, exercisable by the County, contingent upon satisfactory performance by the Contractor, and legally appropriated funds are available each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents, and renewal or extension serves the best interest of St. Johns County.

ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 – SERVICES

The Contractor's responsibility under this Agreement is to provide the management of the Solomon Calhoun Community Center swimming pool, located at 1300 Duval Street, St. Augustine, FL 32084, which shall include development, provision and management of programs, provision of lifeguard services, and performance of daily maintenance as specified herein. The awarded Contractor shall be responsible to operate and manage the pool, facilitate and offer a variety of quality aquatic programs, and maintain the pool in a clean and operable condition. The County reserves the right to adjust and/or amend the required services in order to satisfactorily address the needs of the County and the community. as specified in the Scope of Work attached hereto as "Exhibit C", proposed by the Contractor, approved by the County in accordance with RFP No: 20-35R and as otherwise provided in the Contract Documents.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with pool programs & services as coordinated with the authorized County designee(s) throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the Cost and Revenue proposal, as submitted in the proposal, accepted by the County, and provided herein on Exhibit "B". The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County Parks and Recreation Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion of the required services as provided in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute

the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its sub-contractors or materials suppliers through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices shall be delivered to the St. Johns County Parks and Recreation Department for Solomon Calhoun Community Pool Programs & Services.
- G. FINAL INVOICE: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) consecutive calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least ten (10) consecutive calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- C. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, Contractor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement. Additionally, the Contractor shall expressly require any and all sub-contractors and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 – INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor(s) from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract Agreement, whether such operations be by the Contractor(s) or by anyone directly employed by or contracting with the Contractor(s).

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor(s) or by anyone directly or indirectly employed by a Contractor(s).

The Contractor shall maintain throughout the duration of the awarded Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of the awarded Contract Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 16 – INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy

hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 21 – EXCUSABLE DELAYS

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's omissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Contractor is delayed in completing the services described herein, upon the Contractor's request, the County, in its sole discretion may consider the cause and extent of the delay, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an

independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 32 – AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall

effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 – NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Young Men's Christian Association of Florida's First Coast, Inc.
Attn: John Lyon, VP – Operations and Executive Director
500 Pope Road
St. Augustine, FL 32080

ARTICLE 36 – HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 – PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption 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), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

ARTICLE 38 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE 41 – OSHA REQUIREMENTS

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

ARTICLE 42 – COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

ARTICLE 43 – TRAINING AND EDUCATION

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry’s “Focus Four” established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

- 1) Fall Hazards
- 2) Caught-In and Between Hazards
- 3) Struck-By Hazards
- 4) Electrocutation Hazards.

ARTICLE 44 – TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION “RIGHT TO KNOW AND UNDERSTAND” REGULATIONS

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

ARTICLE 45 –TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT)

The Contractor must comply with the Florida Department of Transportation’s (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

**RFP No: 20-35R; Solomon Calhoun Community Pool Programs & Services
Master Contract #: 20-MCC-**

COUNTY:

St. Johns County, FL

Full Legal Name

By: _____

Signature of County Representative

Leigh A. Daniels, CPPB

Printed Name - County Representative

Assistant Purchasing Manager

Printed Title – County Representative

Date of Execution

ATTEST:

**ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

CONTRACTOR:

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

Company Name

By: _____

Signature of Contractor Representative

Printed Name & Title

Date of Execution

RFP No: 20-35R; Solomon Calhoun Community Pool Programs & Services

Master Contract #: 20-MCC-

EXHIBIT "A"

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Cost and Revenue as submitted on the proposal. The prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

RFP No: 20-35R; Solomon Calhoun Community Pool Programs & Services
Master Contract: 20-MCC-

EXHIBIT "B"
CONTRACT PRICING

EXHIBIT "B" -CONTINUED
CONTRACT PRICING

RFP No: 20-35R; Solomon Calhoun Community Pool Programs & Services
Master Contract: 20-MCC-

EXHIBIT "C"
MINIMUM SPECIFICATIONS & CONDITIONS

The awarded Contractor shall be required to satisfactorily perform the required services, as described herein, to operate and manage the pool, facilitate and offer a variety of quality aquatic programs, and maintain the pool in a clean and operable condition. The County reserves the right to adjust and/or amend the required services in order to satisfactorily address the needs of the County and the community.

The highest standards of safety, hospitality, courtesy and instructional excellence shall be maintained by the Contractor throughout the duration of the Contract Agreement. The SCCC pool shall be managed in such a way to meet the needs of all customer and participant groups.

The Contractor shall be required to provide any and all personnel required to perform the required services, as described herein, throughout the duration of the Contract Agreement.

1) Hours of Operation:

The SCCC pool is open to the public a minimum of thirty nine (39) hours per week from September through February; fifty six (56) hours per week from March through April, and one hundred three (103) hours per week from May through August, however hours of operation are subject to change and shall be determined, at the sole discretion of the County. The County shall provide notice to the Contractor of any changes to hours of operation with as much notice as possible, not less than seven (7) consecutive calendar days.

The SCCC pool shall be open for public access seven (7) days per week, year round. The County shall provide the Contractor with a schedule of the hours of operation. This schedule may include seasonal changes and other changes necessary to maximize revenue and minimize costs, which shall be an ongoing priority of the County and Contractor. Changes to the schedule may also occur due to County budget decisions.

Contractor shall operate under a schedule of open swim and programs as approved by the County. Any changes to the schedule must receive prior written approval from the County, at least thirty (30) days prior to the program or proposed change. Contractor shall notify the County of any cancelled programs due to lack of participation no less than seven (7) days prior to the scheduled program.

The Contractor shall manage the public access to the SCCC pool during all hours of operation in accordance with all applicable rules, regulations, codes, ordinances and laws.

2) Maintenance Services:

The Contractor shall be required to perform daily and regular maintenance on the pool and surrounding areas, including the pump area, equipment storage room, and chemical storage area.

Daily Maintenance:

- a. Contractor shall brush all tiles, vacuum pool, and clean out gutters.
- b. Contractor shall clean the water activity with disinfectant area prior to opening.
- c. Contractor shall clean pool deck furniture each day, and disinfect as needed, and wash chairs twice weekly with fresh water during the summer months (May/June/July) to remove damaging agents such as sunscreen, sweat and chlorine.
- d. Contractor shall perform visual inspection of the pool, any operational areas, and all pool mechanical systems and immediately report any problems or concerns to the SJC Property Manager or Site Supervisor. Any and all damaged equipment/parts shall be reported to the County immediately.
- e. Contractor shall conduct a written safety checklist of the pool facility.
- f. Contractor shall maintain the pool decks, office space, locker rooms, restrooms, pump area, pool equipment storage room and chemical storage area in a clean and orderly condition, and shall remove any debris and/or unnecessary items from these areas daily. This shall include routine janitorial duties such as

- sweeping, mopping, dusting, and trash removal.
- g. Contractor shall maintain water balance of pool, including chlorine, calcium hardness, pH, total alkalinity and total dissolved solids, in accordance with Florida Department of Health Standards, utilizing appropriate chemicals, and shall record logs for maintenance of pool, which shall include all items on the DOH Monthly Swimming Pool Report.
 - h. Contractor shall check filtration system flow rate, pool water pH and free chlorine levels for code compliance no less than three (3) times daily, and maintain complete log of findings. Contractor shall immediately contact the SJC Property Manager or Site Supervisor any time the pool mechanical systems are not maintaining the pH or free chlorine levels within the appropriate ranges or if the flow rate drops below the level required by code. Contractor shall close the pool to patrons until water chemistry and filtration flow rate are returned to safe levels, in accordance with requirements set by Florida Department of Health.
 - i. Contractor shall operate the filter equipment in accordance with the Florida Department of Health requirements and the manufacturer's recommendation.
 - j. Contractor shall complete an opening log and a closing log each day, detailing the chemical levels of the pool, and maintain the logs for the duration of the Agreement.
 - k. Contractor will respond to fecal accidents in the pool in accordance with Florida Department of Health standards and any other applicable regulations. Recommended Guidelines for Fecal Incident Response are established by the CDC (Center for Disease Control). These are recommendations and may not include, nor do they replace, all existing regulations and guidelines from local, state or federal regulatory agencies.
 - l. Contractor will clean all blood and vomit on the pool deck with an appropriate disinfectant. Vomit in the pool will be responded to per DOH and CDC recommendations and guidelines.

Regular Maintenance:

- a. Contractor shall backwash the filter system as required by law, or as recommended by the manufacturer, whichever is more frequent, to maintain required flow rates through the filtration system.
- b. Contractor shall pressure wash the pool deck no less than once every three (3) weeks, or more frequent as necessary to maintain the pool decks in a clean and satisfactory condition.
- c. Check and test all safety and ADA equipment a minimum of once each month to ensure appropriate operation for use.
- d. Contractor shall properly place, remove and store pool covers when pool heat is in use.
- e. Contractor shall operate all related systems in accordance with the manufacturer's recommendation.
- f. No repairs, changes or improvements to any aspect of the SCCC facility shall be performed by the Contractor without prior written authorization by the County.
- g. The Contractor shall take all necessary precautions to protect the facility's adjoining surfaces and equipment from damage caused by the Contractor's operations. The Contractor shall institute protective measures to ensure that no existing structures, utilities, services, roads, trees, shrubbery, or other appurtenances to the facility are damaged or experience service interruption due to the operations of the Contractor. Any damages or interruptions to services caused by the Contractor shall be the responsibility of the Contractor to repair or correct.
- h. Contractor shall take an inventory and develop a report detailing the general condition of all equipment associated with the services provided at the SCCC pool no less than two (2) times per year.

Supplies & Inventories:

- a. Contractor shall provide any and all chemicals and reagents to properly adjust and maintain the pool's water level. Contractor shall maintain an appropriate inventory of necessary chemicals onsite. Chemicals shall be properly stored and secured away from the public and/or children.
- b. Contractor shall provide and maintain all supplies necessary to maintain and manage the pool in an appropriate manner to facilitate maximum use and operation. The County has a vacuum and leaf nets for daily pool cleaning that the Contractor may use.
- c. Contractor shall provide and maintain any and all safety equipment and supplies necessary. Contractor shall also be required to repair and/or replace any and all equipment and/or supplies as needed to have to satisfactorily perform the required services.

3) Lifeguard Services:

Services:

- a. Contractor shall provide lifeguards for all hours of operation, including during permitted special events, in accordance with the American Lifeguard Association recommendation of a minimum of two (2) lifeguards on duty, with a 1:25 ratio of lifeguards to patrons, at all times.
- b. All lifeguards shall be appropriately certified as required in the State of Florida. The Contractor will be responsible for ensuring full compliance with all the pertinent and applicable rules and regulations when performing these services.
- c. Contractor will clean all blood and vomit on the pool deck with an appropriate disinfectant. Vomit in the pool will be responded to per DOH and CDC recommendations and guidelines.
- d. Contractor shall comply with all Federal (OSHA), State, and Local laws, rules, codes, standards, and regulations for both employees, subcontractors, and patrons/participants (with respect to blood-borne pathogens and infectious diseases).

Supplies & Inventory:

- a. Provide, maintain and replace as necessary to maintain a sufficient inventory of all lifeguard and emergency response equipment, including, but not limited to rescue oxygen, rescue tubes, backboards, supplies, etc.
- b. Supply adequate inventory of first aid kits adequate to the size and operation of the pool.
- c. The County will provide an Automatic External Defibrillator (A.E.D.) for the pool site. The Contractor shall maintain and regularly service the A.E.D. ensuring proper calibration and testing as required by law. Contractor will maintain all related documentation showing the equipment being tested and approved for use. Any repair shall be at the Contractor's expense. The County will reimburse for the purchase of any new equipment, as appropriate and as approved by the County in advance.

4) Management:

Contractor shall collect all fees paid by patrons, program participants, public and private events. Contractor shall document and maintain records for all fees collected on a daily and monthly basis, and shall provide these records, within twenty four (24) hours, upon request from the County.

Contractor shall develop and monitor user group schedules and lane assignments in order to maximize pool use and generate revenue. Contractor shall manage any changes and/or reassignment of areas to any groups and/or free swim, or Contractor-provided programs in order to continue to provide high level customer service.

Contractor shall manage any and all aspects of customer service related to the operations of the SCCC pool facility, including inquiries and complaints, in accordance with County protocol. Contractor shall immediately report all complaints to the SJC Recreation Department representative.

Contractor shall participate in a complete aquatic review program provided by a nationally recognized program. Upon completion of the program, Contractor shall provide a report to the County reflecting the completion of the program.

Contractor shall be required to perform all services and programs in a professional, customer service oriented manner. Quality standards will be required to be set by the Contractor and approved by the County.

Contractor shall establish a chain-of-command for reporting incidents, closures, and maintenance issues, and provide to the County for approval. Upon approval by the County, any changes to the chain-of-command must be submitted to the County for approval, prior to changes being made.

Contractor shall be responsible for maintaining any and all required licenses and certifications as provided herein throughout the duration of the Contract Agreement. Any lapse of required licenses and/or certifications shall cause the Contractor to be found in default of the requirements of the Contract Agreement, and may result in termination

for cause.

5) Pool Programs:

Contractor shall be responsible for developing, implementing, supervising and managing aquatic activity programs and special events for the community and community groups, for all ages and abilities, including those with special needs. Pool programs shall meet the Florida Department of Health requirement of a 1:10 ratio at all times.

Contractor is required to provide no less than eight (8) unique programs each month. Multiple offerings of the same program (even if for different age groups and/or skill levels) shall be considered one of eight required programs. Programs shall be classified as one of the following four (4) categories:

- i. Safety programs that assist youth and adults with being secure around water;
- ii. Instructional programs to include swim lessons for all ages;
- iii. Wellness programs that focus on water fitness;
- iv. Recreational programs or events for community participation

Programs may be offered at various times to accommodate different age groups and instruction levels. Contractor shall manage any and all processes related to registration and collection of fees from all participants for swim programs at the SCCC pool. Any and all expenses related to provision of swim programs at the SCCC pool, including labor, equipment, materials, and other costs, shall be the responsibility of the Contractor.

Contractor shall determine the available schedule for programs to maximize service, revenue, and participation to satisfy clients. Lap swim, family swim, water aerobics, rentals and swim team practice/meets shall be incorporated into the schedule for programs. A sample schedule is provided herein under Exhibit "A".

Swim programs offered by the Contractor shall take precedence over any other programs or special event or rental at the SCCC pool. In the event there is a conflict in scheduling and availability, the prioritization for consideration shall be as follows:

- 1 Swim Programs offered by Contractor as provided herein;
- 2 SJC Programs
- 3 St. Johns County School District swim teams and programs;
- 4 Private events/rentals
- 5 Contractor Programs due to other pool closures

In the event the Contractor fails in any given month to provide the minimum required number of programs, as described herein, the County shall assess the Contractor a fee of five hundred dollars (\$500.00). This amount will be deducted from the payment of the Contractor's monthly invoice for services.

6) Private Events/High School Swim Teams:

Contractor shall be responsible for processing special event rental applications and managing the operations of the pool in conjunction with each special event, including setup and take down, as necessary, for events, including swim meets. Contractor shall provide any and all lifeguards required at each private event, in accordance with the requirements specified herein.

7) Emergency Response / On-Call Services:

Contractor shall be required to appropriately respond to all emergency situations related to the SCCC pool facilities and coordinate with the appropriate County representatives.

Contractor shall provide on-site or on-call management staff for after hour emergencies. Contractor shall have a designated representative who shall respond to the SCCC pool facility within two (2) hours of notification of an emergency.

8) Policies & Procedures

Contractor shall develop and operate in accordance with a Policy and Procedure Manual that shall be approved by the County, for all activities conducted or participated in by the Contractor throughout the duration of the Contract Agreement. Manual shall include an emergency action plan for all possible emergencies, including

procedures for heightened security alerts and hurricane preparedness. The Manual must include an inclement weather policy including conditions that determine temporary, partial or full day closing(s).

Contractor shall also include in the developed Manual, an in service training program for personnel in accordance with nationally recognized standards and practices.

The Policy and Procedure Manual, once approved, shall not be changed by the Contractor without explicit written approval by the County, prior to any changes being made. Upon approval by the County, Contractor shall make revisions to the Manual, and provide to the County, and retain the updated Manual as required. Contractor shall maintain a hard copy of the most current version of the approved Policy and Procedures Manual onsite at the SCCC pool at all times, for public inspection. Upon request from any individual, the Contractor shall be required to furnish the manual for review.

Contractor shall conduct a minimum of two (2) training sessions per year to review policies and procedures for any and all staff performing services at the SCCC pool. Contractor shall document attendance at the provided training sessions, and shall provide to the County, within twenty four (24) hours upon request.

Contractor shall be required to establish a Drug-Free Workplace, and a Zero Tolerance Policy for drug use by any personnel and/or subcontractors performing services under the awarded Contract Agreement.

9) Reporting:

- a. Contractor shall develop a projected operating budget based on actual expenses each year. The budget shall be developed and submitted to the County no less than seven (7) consecutive calendar days prior to the Effective Date of the Contract Agreement, and no less than seven (7) consecutive calendar days prior to the anniversary of the Effective Date each year the Contract is renewed and/or continues. The developed budget must detail the operations of the Contractor for the operation and management of the SCCC pool, and shall demonstrate the costs of programs and services, as well as the costs for administrative expenses.
- b. Contractor shall complete and maintain all maintenance logs as specified herein, and shall provide logs, upon request by the County, within twenty four (24) hours of request.
- c. Contractor shall develop, complete, and maintain records of all public access of the SCCC pool facility. This includes, but is not limited to daily logs of all patrons for free swim, programs, and special or private events, and amounts collected by the Contractor for all patrons.
- d. Contractor shall complete and maintain records of any and all incidents, complaints, accidents, or other instances or events that the County may need a record of, including mechanical, structural or other operational issues, and issues regarding staff). Contractor shall provide records, on a weekly basis, at a minimum, or within twenty four (24) hours upon request by the County.
- e. Contractor shall complete and maintain detailed records of any and all pullouts/rescues, describing the circumstances surrounding the incident, denoting the specific location of the pullout/rescue.
- f. Contractor shall maintain all daily, written safety checklists, and shall provide these records within twenty four (24) hours of request from the County.
- g. Contractor shall provide a monthly line item report of all revenues and expenses in a format approved by the County. The report shall be submitted within five (5) consecutive calendar days of the end of each month.
- h. Contractor shall compile and submit quarterly financial statements for the SCCC to SJC Recreation & Parks Department in the months of March, June, September and December for County review.
- i. At the end of each calendar year, the Contractor shall provide an audited financial statement. The report shall be submitted by or before December 31st of each year.
- j. Contractor shall submit all daily tracking logs with all corresponding daily deposits, each Tuesday, to the SJC Recreation & Parks Department at the SCCC.
- k. Contractor shall record and submit a monthly recap log based on daily logs with each invoice for payment.

10) Advertising/Marketing Plan:

Contractor shall develop and implement an on-going advertising/marketing plan to maximize exposure for information related to the SCCC pool facility, available programs and events, and instructions as to how to access and/or participate at the SCCC pool.

Contractor shall create a landing webpage specifically for the SCCC pool to include the information as provided herein.

Contractor shall develop and distribute promotional materials through social media, print, online newsletters, and through the local school district, providing information on any and all events, services and programs available at the SCCC pool.

Any and all materials developed for marketing shall also be provided to the County for additional distribution.

11) Personnel:

Contractor shall provide any and all appropriately licensed, certified and otherwise qualified and experience personnel necessary to satisfactorily perform all services and programs as specified herein. Contractor shall furnish, at a minimum, the number of personnel in order to comply with federal, state and local laws, rules and regulations for the operation of a safe and sanitary Aquatic Facility.

Contractor's Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) must be on site at all times the SCCC pool is open to the public. This individual must be identified at all times, and in the event this individual changes, the Contractor shall notify the County immediately. Contractor shall provide information on any and all individuals proposed as replacement AFO or CPO, identification, experience, and qualifications prior to placing said replacement to perform any services at the SCCC pool.

Contractor shall provide a list of all staffing performing services at the SCCC pool facility on a daily basis, this list shall be provided to the County prior to opening of the facility each day.

All personnel employed by and/or subcontracted by the Contractor to perform services under the awarded Contract Agreement must pass a national criminal background check, including sexual offender checks, and drug screen prior to the Effective Date of the Contract Agreement, or the individual's start date to perform work, and by or before April 1st of each calendar year of the Contract Agreement. Drug testing shall be at the expense of the Contractor, and shall be administered in accordance with applicable local, state and/or federal laws.

The County, in its sole discretion, reserves the right to conduct random background investigations, including criminal records check and drug screenings of all individuals employed by and/or subcontracted by the Contractor to perform services under the awarded Contract Agreement.

All Contractor-provided personnel, either employed or subcontracted, shall be currently certified in First Aid and CPR. All certifications must be maintained throughout the duration of the Contract Agreement. Instructors providing lessons must possess a current and valid Life Guard and Water Safety Instructors (WSI) Certification, or an approved equivalent, as well as training and/or certification in adaptive aquatics for the handicapped.

All management personnel including pool manager, head lifeguards and lifeguards shall be trained and certified in operation of the Automatic External Defibrillator onsite. In the event the AED unit is replaced, all personnel shall be trained and certified on the replacement unit.

All personnel employed by the Contractor shall be paid in accordance with the Federal and/or State Minimum Wage Laws. Contractor shall be responsible for payment of any and all employment taxes and social security taxes as required by any and all applicable laws.

All Contractor-provided personnel, either employed by or subcontracted by the Contractor, shall be professionally attired, with appropriate uniforms suited for their role. Shirts shall prominently display the Contractor's name and

contact phone number at all times.

12) Revenue:

Contractor shall be responsible for collecting any and all fees associated with patron use of the SCCC pool facility, including but not limited to: free swim, programs, special events, and private events. The Contractor shall maintain a record of all revenues collected through all programs and services provided, and shall submit this report to the County on a weekly basis. The Contractor shall remit fifty percent (50%) of all revenues collected to the County on a weekly basis, each Tuesday. In the event the amount remitted to the County for revenues collected does not match the information in the report, the Contractor shall pay a fee of one hundred dollars (\$100.00).

13) County Rights & Responsibilities:

- a. County reserves the right to inspect all aspects of the SCCC pool, fixtures, improvements, furnishings, machinery, equipment, Contractor occupied office space, and any other areas associated with the SCCC at any time, throughout the duration of the awarded Contract Agreement.
- b. County reserves the right to amend/alter the specifications for the required services as provided herein, at any time throughout the duration of the Contract Agreement. In the event the specifications are changed, the County shall issue a Contract Amendment to revise the applicable portions of the specifications for signature by both parties.
- c. County shall obtain and maintain throughout the duration of the Contract Agreement any and all applicable permits required for the SCCC pool.
- d. County shall provide office space (how much/many?) for the Contractor to utilize to manage the services at the SCCC pool. Included with the office space shall be connectivity for telephone and internet capabilities, but does not include any equipment for such capabilities.
- e. County shall set the fee schedule which shall include those for private events, and provide this fee schedule to the Contractor upon Effective Date of the Contract Agreement.
- f. County shall be responsible for repairing and/or replacing any malfunctioning equipment and ensuring the structural and operational integrity of the SCCC pool. This includes, but is not limited to system changes mandated by the Florida Department of Health or other applicable regulatory body; repair or complete renovation of the pool and its equipment systems; repair or replacement of pumps, motors, filter systems, pool lights and plumbing parts; repair or replacement of pool heating system; repair or replacement of the pool or deck area; repair or replacement of pipes; repair or replacement of diving boards; repair or replacement of chemical feeder, main pool drain, above or below water marcite, flow meters and/or water probes as necessary to maintain operability of the SCCC pool.
- g. County shall supervise and direct any and all County employees performing services at the SCCC pool. At no time shall the Contractor be responsible for or in a supervisory capacity of County personnel.
- h. County reserves the right to approve or disapprove any staffing schedule proposed by the Contractor if the proposed schedule does not serve the best interests of the County.
- i. County reserves the right to request replacement of any Contractor-provided personnel, either employed or sub-contracted, whose conduct, character, or performance does not serve or is detrimental to the best interests of the County. Upon notification of such a request from the County, the Contractor shall replace the identified person(s) within five (5) consecutive calendar days. In the event the County has immediately removed an individual, the County shall provide same-day notification to the Contractor, and the Contractor shall replace the removed individual within five (5) consecutive calendar days.

14) Invoicing:

Contractor shall invoice the County on the first day of each month, for services provided in the previous month. Contractor shall begin invoicing the County after the first full month of performance of services. Invoices shall detail all costs associated with providing the required services, and shall align with the submitted annual operating budget. Any discrepancies in costs, whether positive or negative from the annual operating budget must be discussed with the County prior to submittal of an invoice, and must be approved by the County before implementing any changes that account for any discrepancies. Invoices must include the Contractor's full legal name, the Contract Number, date, services rendered, including programs, special and private events and free swim access provided during the previous month. Invoices shall be line item detailed and provide a total for the monthly invoice. Any reduction to the invoice amount from financial consequences due to failure to comply with

performance requirements, as provided herein, must be included in the submitted invoice, as well.

Invoices shall be submitted in hard copy or via email, as determined by the County. Any and all backup documentation necessary to provide a comprehensive invoice must be attached to the Invoice at the time of submittal.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

June 23, 2020

RE: RFP No: 20-35R; Solomon Calhoun Community Pool Programs & Services

Please be advised that St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to the Young Men's Christian Association of Florida's First Coast, Inc., as the top ranked firm under **RFP 20-35R; Solomon Calhoun Community Pool Programs & Services**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 8:00 AM, Friday, June 26, 2020.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiate with the highest ranked firm, and upon successful negotiations, award and execute a contract.

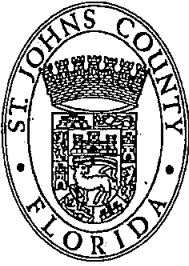
Please forward all correspondence, requests or inquiries directly to the attention, Shelly Vongchanta, Procurement Coordinator in the Purchasing Department at svongchanta@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 6/23/20

Leigh A. Daniels, CPPB
Assistant Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

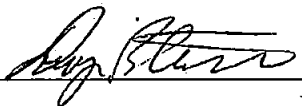
500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Doug Bataille, Director, Parks and Recreation
FROM: Shelly Vongchanta, Procurement Coordinator
SUBJECT: RFP No: 20-35R; Solomon Calhoun Community Pool Programs & Services
DATE: June 16, 2020

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Department Head Approval 

Date 6-16-20

Budget Amount \$356,000

Account Funding Title Contractual (Aquatics)

Funding Charge Code 0089-53120

Award to YMCA

Award Amount _____

ST JOHNS COUNTY

JUN 19 '20

PURCHASING

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: June 11, 2020
 RFP No: 20-35R; Solomon Calhoun Community Pool Programs & Services

FIRM	RATER	RATER	RATER	RATER	RATER	TOTAL	Rank	COMMENTS
United Pool Management	96.00	83.00	95.00	94.00	95.00	462.0	2	
YMCA of Florida's First Coast	115.00	93.00	95.00	105.00	95.00	503.0	1	

APPROVED: Assistant Purchasing Manager
 Director, Parks and Recreation

Joseph A. Jones 6/11/20

POSTING TIME/DATE FROM 3:00pm June 11, 2020, UNTIL 3:00pm June 16, 2020.

NOTE:
 THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS EVALUATION SUMMARY SHEET.

ANY RESPONDENT ADVERSELY AFFECTED BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY SOLICITATION, SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DEPARTMENT A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE NOTICE OF INTENT TO AWARD. PROTEST PROCEDURES MAY BE OBTAINED FROM THE DESIGNATED POINT OF CONTACT IN THE PURCHASING DEPARTMENT.