

RESOLUTION 2020- 390

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF CONTRACT EXTENSIONS BETWEEN ST JOHNS COUNTY AND NONPROFIT AGENCIES.

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 St. Johns County Health and Human Services Advisory Council has submitted their funding recommendations to the St. Johns County Board of County Commissioners for Fiscal Year 2020-21 to extend the current independent agency contracts; and

WHEREAS, the Board of County Commissioners wishes to accept the funding recommendations submitted by the Health and Human Services Advisory Council; and

WHEREAS, the previously executed contracts set forth the terms and conditions of the agreements with each of the nonprofit agencies; and

WHEREAS, the Board of County Commissioners has reviewed the terms, conditions and requirements of the prior agreements and determined that extending the agreements 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. Acceptance of Recommendations.

The Board accepts the funding recommendations submitted by the Health and Human Services Advisory Council for Fiscal Year 2020-21.

Section 3. Approval and Authority to Execute.

The Board approves the terms, conditions, and requirements of the contract extensions, and hereby authorizes the County Administrator, or his designee, to execute the extensions substantially in the same form as attached on behalf of St. Johns County.

Section 4. 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 5. 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 6th day of October, 2020.

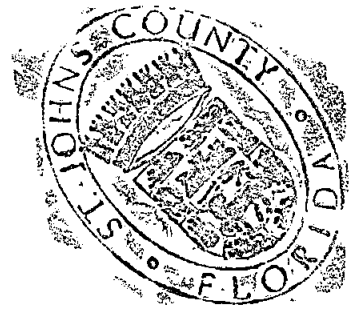
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

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

ATTEST: Brandon J. Patty, Clerk

RENDITION DATE 10/8/20

By: Pam. Halterma
Clerk of the Circuit Court & Comptroller



**CONTRACT EXTENSION AGREEMENT
BETWEEN
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AND
AGENCY NAME**

THIS CONTRACT EXTENSION AGREEMENT (Extension Agreement) is made this _____ day of _____, 2020, between ST. JOHNS COUNTY, a political subdivision of the state of Florida (the County), and AGENCY (the Provider), whose address is _____, Phone: _____, Fax: _____.

WHEREAS, the County and the Provider entered into an agreement on the _____ day of _____, 2019 (the Original Contract), to provide scope of services to eligible residents of St. Johns County, subject to the terms and conditions contained therein; and

WHEREAS, the County and the Provider wish to extend the Original Contract for an additional **twelve month** term effective October 1, 2020 through September 30, 2021;

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 October 1, 2020, and ending on September 30, 2021, 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



St. Johns County Board of County Commissioners

Health and Human Services

Jeb S. Smith, Chair
Board of County Commissioners
500 San Sebastian View
St. Augustine, Florida 32084

RE: Independent Agency Contracts

Dear Commissioner Smith,

On Wednesday, September 23, 2020, the Health and Human Services Advisory Council (HHSAC) discussed and reviewed the Independent Agency contracts and recommends that the following contracts are extended one additional year at the FY 2020 funding level. These amounts were included in the County's fiscal year 2021 budget and formally adopted on September 21, 2020 by the Board of County Commissioners. The recommendations are as follows:

Table with 2 columns: Agency Name and Total FY21 Amount. Includes entries like Alpha Omega Miracle Home (\$40,834.00), Betty Griffin Center - ES/TH (\$236,324.00), and Good Samaritan Health Centers DBA Wildflower Healthcare (\$101,653.00).

We would like to commend the County staff that supported and assisted us throughout the year. We continue to request and recommend that monies are allocated for staff support and related expenses that help the Health and Human Services Advisory Council succeed in accomplishing its mission.

Respectfully,

Handwritten signature of Charles A. Daly
Charles A. Daly, Chairman
Health & Human Services Advisory Council

cc: Hunter Conrad, Joy Andrews, Brad Bradley, Commissioner James K. Johns, Commissioner Jeb Smith, Commissioner Jeremiah Blocker, Commissioner Paul Waldron, Commissioner Henry Dean

MJ/kt

