

RESOLUTION NO. 2020 - 91

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT #7 WITH THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF FLORIDA'S FIRST COAST, INC. dba ST. AUGUSTINE YMCA UNDER RFP NO: 15-66 (MASTER CONTRACT NO: 16-MCC-YMC-07099)

RECITALS

WHEREAS, On March 24, 2016, the County entered into a continuing services contract with The Young Men's Christian Association of Florida's First Coast, Inc. dba St. Augustine YMCA for the provision of performing programs and services for the Solomon Calhoun Pool for Parks and Recreation; and;

WHEREAS, the contract's current expiration date is March 31, 2020; and;

WHEREAS, the Parks and Recreation Department and Purchasing Department requires additional time to resolicit for the performing program and services at the Solomon Calhoun Pool, which will be completed and new contracts in place before the new expiration date of September 30, 2020; and;

WHEREAS, there is currently funding available for this service; and;

WHEREAS, the County has reviewed the terms and conditions of the Master Contract and finds that executing the amendment serves a public purpose; and;

WHEREAS, the amendment will be in substantially the same form and format as the attached draft amendment.

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 execute Contract Amendment #7, on behalf of the County, in substantially the same form and format as the attached draft, with The Young Men's Christian Association of Florida's First Coast, Inc. dba St. Augustine YMCA to provide the services set forth therein.

Section 3. 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 17th day of March, 2020.

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

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

ATTEST: Brandon Patty, Clerk

By: Pam Hatterman

Deputy Clerk

RENDITION DATE 3/19/20





CONTRACT AGREEMENT
RFP NO: 15-66; SOLOMON CALHOUN COMMUNITY
POOL PROGRAMS & SERVICES
MASTER CONTRACT #: 16-MCC-YMC-07099

This Contract Agreement ("Agreement") is made as of this 24th day of March, 2016, by and between St. Johns County, FL, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "County", and The Young Men's Christian Association of Florida's First Coast, Inc, dba St. Augustine YMCA, a non-profit organization, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor", with primary mailing address: 500 Pope Road, St. Augustine, FL 32080, Phone: (904) 471-9622, Fax: (904) 471-2975 and Email: phicks@firstcoastymca.org.

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

ARTICLE 1 – DURATION and RENEWAL

This Contract Agreement shall become effective upon execution of all parties, shall be in effect for an initial contract term through and until September 30, 2016, and may be renewed for up to a maximum of three (3) one (1) year periods, or as otherwise negotiated and approved by the County, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns 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 St. Johns County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents. The County reserves the right to additionally renew and/or extend the duration of this Contract in order to best serve the interests of the County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform programs and services for the Solomon Calhoun pool as specified by the SJC Recreation & Parks Department in accordance with RFP No: 15-66 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County Recreation & Parks Department, or an authorized designee, who shall act as St. Johns County's representative, along with the SJC Purchasing Department representative during the performance of this Contract Agreement.

The services required under this contract shall begin upon receipt of Notice to Proceed issued by the SJC Purchasing Department. Notice to Proceed shall be issued with ten (10) business days' notice to the Contractor, prior to the Solomon Calhoun Pool re-opening from shutdown for renovations.

ARTICLE 4 – SCHEDULE

The Contractor shall submit a proposed schedule of operation hours for the pool to the County for approval upon receipt of a fully executed contract. The Contractor shall be required to comply with the approved as coordinated with the authorized designee(s) in the SJC Recreation & Parks Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of the authorized, St. Johns County's representatives.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

A. St. Johns County shall compensate the Contractor based upon the monthly amount of twenty nine thousand two hundred ten dollars thirty cents (\$29,210.30), minus any revenues earned by the Contractor, during the calendar month, for programs, lessons, and daily fees, as submitted in the Contractor's proposal, and accepted by the County. 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 Recreation & Parks 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, the Contractor's compensation shall be based upon the Contractor's adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor's compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.
- C. The Contractor shall bill the County on or after the last day of each month, for Services satisfactorily performed. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed in accordance with the specifications, or requirements as provided in the Contract Documents.
- 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 Services, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:
SJC Recreation & Parks Dept
Solomon Calhoun Community Center
ATTN: Jayne Delany
2175 Mizell Road
St. Augustine, FL 32080
- F. **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 final bill/invoice submitted to the County for payment. 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 Contract Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 7 – TERMINATION

- A. This Contract may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action 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 Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute sufficient cause for termination of this Contract.

- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. 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 9 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services 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 of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

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 Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 10 – SUBCONTRACTING

St. Johns 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, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 11 – 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 execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Contract 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 Contract Agreement.

ARTICLE 12 – AVAILABILITY OF FUNDS

St. Johns County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in 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 13 - INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns 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 Contract.

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 this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor 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 this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 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 or by anyone directly or indirectly employed by the Contractor.

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

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

ARTICLE 14 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Contract Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

ARTICLE 15 - 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 Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract 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 16 - 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 17 - 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 St. Johns 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 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 Contract Agreement.

ARTICLE 18 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract 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 19 - ARREARS

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, 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 Contract Agreement.

ARTICLE 20 - 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 Contract 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 St. Johns 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 Contract 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 Contract Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Contract 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 St. Johns 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 22 - CONTINGENT FEES

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 Contract 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 Contract Agreement.

ARTICLE 23 - 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 Contract Agreement. St. Johns 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 24 - 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 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Contract 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 Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract 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 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract 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 27 - AUTHORITY TO PRACTICE

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

ARTICLE 28 - SEVERABILITY

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract 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 Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County 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 Contract 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 30 - FLORIDA LAW & VENUE

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

ARTICLE 31 - ARBITRATION

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

ARTICLE 32 - NOTICES

All notices required in this Contract 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: Jaime Locklear, CPPB, FCCM, Contract Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

YMCA of Florida's First Coast, Inc
Attn: Executive VP – COO & CEO
40 E Adams Street, #210
Jacksonville, FL 32202

ARTICLE 33 - HEADINGS

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

ARTICLE 34 – 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 Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. 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 described herein;
 - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) Meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy

public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

ARTICLE 35 – NO THIRD PARTY BENEFICIARIES

Both the County and the Contractor explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 36 – 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 of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract 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.

IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed three (3) original copies this Contract Agreement on the date and year below noted.

ST. JOHNS COUNTY, FL:

Dawn Cardenas
Dawn Cardenas, Purchasing Manager

3/24/16
Date

ATTEST:
St. Johns County, FL Clerk of Court

Pam Halter
Deputy Clerk Signature

3/15/16
Date of Signature

LEGALLY SUFFICIENT:

M. Chavis
Assistant County Attorney Signature

3-15-16
Date of Signature

CONTRACTOR:

The Young Men's Christian Association of
Florida's First Coast, Inc dba St. Augsutine YMCA
Company Name

Penelope A. Zuber
Name (Type or Print)

[Signature]
Signature

EVP- COO and CEO
Title

3-21-16
Date

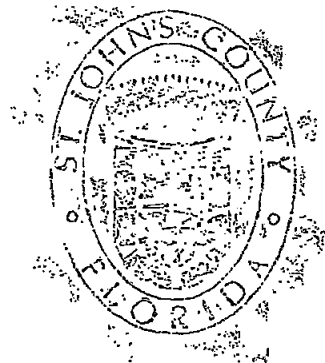
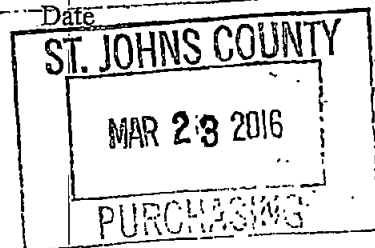


EXHIBIT "A"
RFP NO: 15-66; SOLOMON CALHOUN COMMUNITY POOL PROGRAMS AND SERVICES
BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the monthly price as submitted in the proposal and approved by the County, less revenues collected for daily fees and programs/lessons provided by the Contractor each month. The Monthly Price 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. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.

EXHIBIT "B"
RFP NO: 15-66: SOLOMON CALHOUN COMMUNITY POOL PROGRAMS & SERVICES
SCOPE OF WORK

All services included under this contract shall be performed by the Contractor in accordance with the requirements stated below.

These services will include, but may not be limited to, the following:

1) Pool Maintenance Services:

a) Services:

- Complete daily morning and closing logs before the opening of the pool to the public and at the end of the day.
- Daily: Brush tiles, vacuum pool when pool is open and clean gutters. Any damaged material/parts will be brought to the attention of the County.
- Clean pool and water activity area daily, before any visitors enter. The Contractor shall ensure that any and all employees performing any cleaning services under this contract are appropriately trained on proper care and maintenance of the pool deck and surrounding areas. The Contractor shall attend a minimum of one training session provided by the vendor that has installed the new pool deck. The Contractor shall be required to revisit this training as often as necessary throughout the duration of the contract.
- Clean pool deck furniture daily, and wash chairs twice weekly during summer months with fresh water (not pool water) to remove presence of such damaging "agents" like sun-block, lotion, sweat and chlorine.
- Perform daily visual inspection of all pool mechanical systems and immediately report any problems to the SJC site Supervisor or Property Manager.
- Maintain cleanliness of all areas of the facility, including locker rooms, rest rooms, pool decks, and allotted office space during operational hours to remove debris caused by visitors. This shall include routine janitorial duties.
- Maintain the pool in accordance with all applicable Florida Department of Health requirements.
- Maintain water balance in accordance with all applicable Florida Department of Health Standards; and maintain complete set of required logs. All items on the DOH Monthly Swimming Pool Report must be completed daily.
- Maintain correct water chemistry including: chlorine, calcium hardness, PH, total alkalinity, and total dissolved solids.
- Maintain pump area, pool equipment storage room and chemical storage area in a clean and orderly fashion.
- Install, remove and maintain pool covers when pool heat is in use. Pool covers shall be the responsibility of the County to replace, unless unnecessary damage is caused to the pool covers, resulting from negligence, or improper use by the Contractor. The Contractor shall be required to repair/replace any damage to the pool covers due to improper use or negligence.
- Pressure-wash the pool deck, at a minimum, once every three (3) weeks. Pressure washing equipment shall be provided by the Contractor.
- Operate the filter equipment in accordance with all applicable Florida Department of Health requirements and per manufacturer's recommendation.
- Backwash the filter system as required by law and, at minimum, as recommended by manufacturer, to maintain minimum required flow rates through the filtration system.
- Operate all related mechanical systems in accordance with the manufacturer's recommended guidelines.
- Provide the County with a full detailed list of the inspections performed. Inspection shall be performed in accordance with any and all applicable regulatory laws.
- Check and test all safety equipment.
- Check filtration system flow rate, pool water pH and free chlorine levels for code compliance no less than three times daily and keep complete logs of findings. Immediately contact St. Johns County Site Supervisor or Property Manager any time that the pool mechanical systems will not maintain pH or free chlorine levels are outside of the appropriate ranges or if the flow rate drops below that required by code. If necessary, close the pool to patrons until water chemistry and filtration flow rate have returned to safe levels.

b) Supplies & Inventories:

- Purchase chemicals and other reagents to properly adjust and maintain chemicals at proper levels; IE, CL, PH, TA, Calcium Hardness, and Stabilizer. Maintain chemical storage.

- Maintain and stock all other supplies normally used for pool maintenance, such as and not limited to: tile cleaner and tiles brushes. The County has a vacuum and leaf nets for daily pool cleaning that the contractor may use, but any repairs or replacements to the County equipment will be the responsibility of the contractor.
- Purchase and maintain safety equipment and supplies.

2) **Swimming Pool Lifeguards:**

a) **Services:**

- Maintain cleanliness of all areas of the facility, including pool deck, at all times, during operational hours and remove debris caused by customers.
- Check and test all safety and ADA equipment each day.
- Contractor will respond to fecal accidents in the pool in accordance with applicable Florida Department of Health standards, and recommended guidelines for Fecal Incident Response as 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 other federal regulatory agencies.
- Ensure full compliance with all the pertinent and applicable rules and regulations when performing these services.
- Clean all blood and vomit on the pool deck with an appropriate disinfectant as soon as possible upon discovery. Vomit in the pool will be responded to per DOH and CDC recommendations and guidelines.

b) **Supplies & Inventory:**

- Provide, maintain and replace all emergency response equipment, including rescue oxygen, rescue tubes, backboards, supplies, etc.
- Supply adequate inventory of first aid kits adequate to the size and operation of the pool.
- Supply, maintain and regularly service an Automatic External Defibrillator (AED), 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 in advance.

3) **Reports & Record Keeping:**

- Obtain and maintain all certifications and licenses as may be required for the operation of the swimming pool area.
- The Contractor shall keep detailed records of any pull outs/rescues, and describing the circumstances surrounding the incident and denoting the specific location of pullout/rescue.
- The Contractor will complete daily documented (written) safety check list of the Pool.
- Daily logs will be completed as required.

4) **General Administration:**

a) **Pool Maintenance:**

- The Contractor must have a Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) on site at all times that the pool facility is open to the public.

b) **Swimming Pool Lifeguard:**

- The Contractor shall provide all Lifeguard services each day the pool is open and operational. The Contractor shall submit a schedule to the County, in writing, for approval, prior to implementation, and shall resubmit a schedule each quarter, for approval by the County. Extraordinary conditions may warrant additional time spent to properly service the respective area.
- The Contractor shall provide for all Lifeguards at the Solomon Calhoun facility.
- The Contractor shall follow 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.
- The Contractor shall provide on-site or on-call management and lifeguard services may be required during permitted special events.
- The Contractor will be responsible for all Lifeguard equipment, such as enumerated in Item #2 Supplies and Inventory.
- The Contractor must have experience in the planning, organizing, and running of USA Swimming sanctioned competitions.

- The Contractor is to provide pool programs and Lifeguard services. Contractor will provide a minimum of eight (8) programs each month.
- The Contractor shall develop, implement and supervise a swim instruction program for all ages and abilities, including those with special needs. Swim program must meet Health Department Regulations and 1:10 ratio.
- The Contractor will purchase all supplies for all programs.
- The Contractor shall develop, implement and supervise aquatic activity programs and special events for community and community groups.
- The Contractor shall provide set-up and take-down for special events, including swim meets.
- The Contractor shall develop and implement an in service training program as per guidelines of a nationally certified program.
- The Contractor shall develop and monitor user group schedules and lane assignments to maximize pool use and income.
- The Contractor shall determine scheduling of courses and programs offered at the facility to maximize service, revenue, and participation and to satisfy clients.
- The Contractor shall develop and implement an on-going advertising/marketing plan.
- The Contractor shall have a Lifeguard Instructor certification from a nationally recognized agency.
- The Contractor shall have a Swim Instructor trainer certification from a nationally recognized agency.
- The Contractor shall complete all projects in a competent manner using Health Department and industry standards as appropriate and ensure proper recording of time spent at site and all materials.
- The highest standards of safety, hospitality, courtesy and instructional excellence is required. The facilities shall be managed so that the needs and desires of "class participants", "open swimmers" and "swimming teams" are recognized and accommodated.
- The Contractor will recruit, hire train, schedule and supervise lifeguards and head lifeguards/duty managers.
- The Contractor shall provide the required lifeguards, instructors, lesson coordinators, marketing, and any other employees which are required and necessary to operate the facilities.
- The Contractor will be required to participate in a complete aquatic review program as provided by a proven nationally recognized program. (Proposer shall provide information regarding such programs with proposal). The costs to participate in such programs shall be borne by the Contractor.

c) **General:**

- The Contractor shall manage customer service complaints or inquiries according to County protocol. Report all complaints to the Recreation Department's designee.
- The Contractor shall take all necessary precautions to protect the building's adjoining surfaces and equipment from damage incurred during operations. All existing structures, utilities, services, roads, trees, shrubbery; etc. shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible, at no cost to the County, for immediately repairing any damage to property caused by his operations on the property.
- The Contractor shall notify the Site Supervisor or Property Manager immediately of any damaged or malfunctioning equipment, as well as any necessary repair or maintenance concerns. If not reported, Contractor shall be responsible for damages.
- The Contractor will be responsible for all maintenance costs associated with the proper upkeep and continued operation efficiency of all parts and equipment necessary to perform the required services. For example, this includes but is not limited to (as needed) replacement of rescue oxygen; rescue tubes; backboards; first aid kits; leaf nets.
- The Contractor is to respond to all emergency situations related the facility and coordinate with the necessary emergency response department and County Administration liaison.
- The Contractor shall provide on-site or on-call management staff for after-hours emergency. The contractor shall respond to the facility site requiring emergency service no later than two (2) hours from the time of notification.
- No physical improvements or changes or repairs to any of the facilities will be allowed without written quotations or prior to authorization by the County.
- **The Contractor must certify that all employees have completed a national criminal background check, including sexual offender checks and drug screen prior to the start of the contract (or start date of services) and by the anniversary date of each year, as required by, and in compliance with Chapter 435.06 Florida Statutes. The County, in its sole discretion, reserves the right to conduct random background**

investigations including criminal records check and drug screenings of all Contractor personnel. The Contractor will establish a Drug Free Workplace. Drug testing will be at the expense of the Contractor and shall be administered in accordance with applicable Federal State Statutes.

- The Contractor shall provide a list of all employees who have passed the required background and drug screening, who will be performing services under this contract, at any time. The Contractor shall also provide any and all updates to this list prior to any changes to staff at the pool. No Contractor is permitted to begin performing services at the pool without prior approval by the County.
- The County shall have the right to request replacement of any of the Contractor's employees whose conduct, character or performance is detrimental to the best interest of the County, and the Contractor agrees to make such replacement within the five (5) days.
- All Federal (OSHA), State and St. Johns County standards must be followed for both the Contractor employees and participants/citizens (with respect to Blood-borne Pathogens and infectious diseases).
- The Contractor shall develop and implement an emergency action plan for all possible emergencies, including procedures for heightened security alerts and hurricane preparedness.
- The Contractor shall develop and implement an operating policy and procedures, for approval by the County Administration or their designee.
- All employees are required to have First Aid and CPR Certification. Instructors providing lessons are required to have Life Guard and Water Safety Instructors (WSI) certification, or the equivalent, as well as training or certification in adaptive aquatics for the handicapped.
- The Contractor shall furnish an appropriate number of personnel, as determined by the County, in compliance with federal or state statutes, or local ordinances, for the operation(s) of a safe and sanitary Aquatic Facility and who will be employed exclusively for the performance of said contract.
- All management personnel (pool manager, and head guards) and lifeguards shall be trained and certified in operation of Contractor owned "Automatic External Defibrillator" unit.
- All personnel employed by the Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.
- All employees will be expected to perform their duties in a professional service oriented manner. Adherence to quality standards will be required.
- Adequate personnel will be on duty at the facility daily to assure safety and good service and fulfill the Contractor's emergency action plan.
- The Contractor shall provide detailed inclement weather policy including conditions that determine temporary, partial day or full day closing. Fine tuning to maximize revenues and minimum costs must be an ongoing priority. The County retains the right to reduce or extend operating hours based on budgetary decisions.
- All Contractor personnel must be properly attired in company uniforms, identified at all times.
- The Contractor will retain a record of all problem situations (mechanical, structural, or in regards to staffing issues) as well as any incidents and/or claims that are brought to their attention and the steps taken to rectify the problem. The County will be provided a copy of the log to review weekly. Contractor will provide the County a copy of any background documentation and/or records related to incidents and claims information for each facility quarterly
- **The Contractor, at its own expense, shall provide all personnel necessary to perform the services of this contract. No Contractor employees shall be employees of, nor have any contractual relationship with St. Johns County.** All of the services hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- Stock and supply staff apparel.
- At least twice per year, inventory will be taken and a report on the general condition of equipment shall be generated. Notwithstanding this or any other section, nothing shall prevent the County from the right to inspect the pool, fixtures, improvements, furnishings, machinery or equipment at any time, that are part of this contract.

EXHIBIT "C"
RFP NO: 15-66; SOLOMON CALHOUN COMMUNITY POOL PROGRAMS & SERVICES
CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on May 1, 2016, and shall remain in effect through and until September 30, 2016, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for three (3), one (1) year renewal options, or as otherwise negotiated and approved by the County, and upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.



St. Johns County Board of County Commissioners

Purchasing Division

March 24, 2016

Ms. Penelope Zuber, CFO
The Young Men's Christian Association of Florida's First Cost, Inc
dba St. Augustine YMCA
40 E Adams Street, #210
Jacksonville, FL 32202

RE: RFQ 15-66: Solomon Calhoun Community Pool Programs & Services
Master Contract No: 15-MCC-YMC-07099

Ms. Zuber:

Enclosed, please find a fully executed original copy of the Agreement for the above referenced services for your files.

This letter also serves as official written notice that the opening date of the Solomon Calhoun Community Pool will be April 12, 2016. The YMCA must be prepared to begin services starting on the 12th at the pool. You may coordinate any and all services with Mr. Willie Cooper, Manager of the Solomon Calhoun Community Center. He can be contacted at (904) 209-0395 or wcooper@sjcfl.us.

If you have any questions regarding this contract, please don't hesitate to contact me at the information provided below.

Thank you for continuing to do business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

A handwritten signature in cursive script that reads "Jaime T. Locklear".

Jaime T. Locklear, CPPB, FCCM
Contract Administration Manager
904-209-0158 – Direct
904-209-0159 – Fax
904-209-0150 – Main
jlocklear@sjcfl.us

CC: SIC Minutes & Records (Copy taken when attested)
SIC Purchasing RFP 15-66 Master Contract File



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT NO: 07

RFP No 15-66; Solomon Calhoun Community Pool Programs & Services
Master Contract No: 16-MCC-YMC-07099

Contractor: The Young Men’s Christian Association of Florida’s First Coast, Inc.
Dba St. Augustine YMCA
40 E Adams Street, #210
Jacksonville, FL 32202

Date: March 17, 2020

Contract Amendment No: 07 is hereby issued to amend the above referenced Master Contract as follows:

1. The Contract Term is hereby extended for a period of six (6) calendar months, from April 1, 2020 through and until 11:59pm Eastern Daylight Saving Time (EDST) on September 30, 2020.
2. No changes to pricing are granted by this Amendment.

St. Johns County shall compensate the Contractor based upon the terms as stated in the Master Contract dated March 24, 2016 as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

Signature of County Representative

Date

Leigh A. Daniels, CPPB Assistant Purchasing Manager
Printed Name & Title – County Representative

Signature of Concessionaire Representative

Date

Printed Name & Title

End of Amendment No: 07



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

March 5, 2020

Leigh A. Daniels
Assistant Purchasing Manager
500 Sebastian View, Suite 036
St. Augustine, FL 32084

Via e-mail: ldaniels@sicfl.us

Re: RFP No. 15-66
Solomon Calhoun Community Pool Program and Services
Master Contract No. 16-MCC-YMC-07099

Dear Ms. Daniels,

The YMCA is in receipt of your e-mail regarding exercising the six month contract extension options effective 03/01/2020 for **RFP No. 15-66** under the same terms and conditions as the master contract.

The YMCA is pleased to accept your offer and look forward to continuing our work with you in serving the residents of St. Johns County.

Attached is a copy of the renewed Certificate of Liability Insurance.

If you have any questions, please feel free to reach out to me directly at 904-265-1800.

Sincerely,

Penelope A. Zuber
Exec. VP – Chief Operating Officer & CFO