RESOLUTION NO. 2023-375

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 2023-24 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 2023-24.

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 3rd day of <u>October</u>, 2023.

By:

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date OCT 03 2023

Christian Whitehurst, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court and Comptroller

Deputy Clerk By:



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 _______, 2023, between ST. JOHNS COUNTY, a political subdivision of the state of Florida (the County), and AGENCY ("Provider"), whose address is _______, Phone: _______, Fax: ______.

WHEREAS, the County and Provider entered into an agreement on the ______day of _____, 2022 (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 initial term of the Original Contract began on October 1, 2022 with a termination date of September 30, 2023; and

WHEREAS, the County has allocated funding for the 2023-2024 fiscal year in the same amount as the previous year; and

WHEREAS, the County and Provider mutually desire to amend the Original Contract to extend the termination date to September 30, 2024 under the same terms and conditions as the Original Contract;

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

- 1. Recitals. The Recitals set forth above are agreed to be true and correct and incorporated herein by refence.
- Term Extension. This Extension Agreement shall be effective beginning on October 1, 2023, and ending on September 30, 2024, 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.
- 3. <u>Permits and Licenses</u>. To the extent that the Provider is required to secure or maintain any requisite permits, licenses or approvals necessary to perform the Scope of Services, the Provider, at the Provider's sole cost and expense, shall be responsible for securing/maintaining, any and all such permits, licenses, or approvals in accordance with Local, State and/or Federal law, rule, regulation, statute, or ordinance for the duration of this Extension Agreement.
- 4. <u>Effectiveness</u>; <u>Ratification of the Contract</u>. Except as expressly provided herein, all terms, conditions, and provisions of the Original Contract, and the exhibits thereto, remain unchanged and shall remain in full force and effect.
- 5. <u>Access to Records</u>. 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.
- 6. <u>Review of Records</u>. 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.

- 7. <u>Severability</u>. 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.
- <u>Governing Law and Venue</u>. 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.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement.

PROVIDER

COUNTY

By:_____

(Signature of authorized officer)

By: _____

(Signature of authorized officer) Signature Authority Resolution 2022-376

Title

Date

Title

Date



August 21, 2023

Christian Whitehurst, Chair SJC Board of County Commissioners 500 San Sebastian View St. Augustine, FL 32084

Dear Commissioner Whitehurst,

On March 2, 2023, HHS staff proposed to the Health and Human Services Advisory Council (HHSAC) that current Independent Agency contracts be extended one additional year at the same funding level for Fiscal Year 2024. These amounts are pending formal approval and adoption of the County's Fiscal Year 2024 budget in September. The Health and Human Services Advisory Council supports the recommendation that the following contracts be extended for Fiscal Year 2024:

EPIC Behavioral Healthcare - Recovery Center	\$ 396,663.00
EPIC Behavioral Healthcare - Adult Substance Use	\$ 230,757.00
Wildflower Healthcare - Wildflower Healthcare Community Services	\$ 104,102.00
EPIC Behavioral Healthcare -JET Re-Entry Program	\$ 171,545.00
St. Augustine Youth Services - Community Action Team (CAT)	\$ 64,485.00
Betty Griffin Center - Hope Program	\$ 55,000.00
St. Augustine Youth Services - COACHES	\$ 51,191.00
St. Augustine Youth Services - Mobile Response Team (MRT)	\$ 152,634.00
Council on Aging	\$ 156,430.00
Emergency Services and Homeless Coalition	\$ 99,521.00
Betty Griffin House - Emergency Shelter/Transitional Housing	\$ 259,956.00
St. Augustine Society dba St. Francis House - SOS Outreach	\$ 79,951.00
St. Augustine Society dba St. Francis House - St. Francis Housing Crisis Center	\$ 112,560.00
St. Augustine Society dba St. Francis House - Port in the Storm	\$ 75,600.00
Early Learning Coalition of North Florida	\$ 134,000.00

Respectfully

Dr. Tara Haley, Chairwoman Health and Human Services Advisory Council

Cc: Joy Andrews, Brad Bradley, Sarah Taylor, Commissioner Sarah Arnold, Commissioner Krista Joseph, Commissioner Henry Dean, Commissioner Roy Alaimo

Health & Human Services 200 San Sebastian View, St. Augustine, FL 32084 904.209.6140 | sjcfl.us